

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R . . . And Everything Else, Inc.		11/16/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Scottish Pacific (BFS) Pty Ltd (ACN 101 657 041)		
Street Address:	20 Bond Street		
Internal Address:	Level 5		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	Private Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2704130	R	
Registration Number:	1662102	R. RUSTY	
Registration Number:	1440671	R.	
Registration Number:	1515480	RUSTY	
Registration Number:	3052002	RUSTY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F168867		
NAME OF SUBMITTER:	SCOTT H. SIEGEL, ESQ.		
SIGNATURE:	/SCOTT H. SIEGEL, ESQ./		

OP \$140.00 2704130

DATE SIGNED:

03/08/2017

Total Attachments: 21

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Intellectual Property Security Agreement

This Intellectual Property Security Agreement is entered into as of November 16, 2016 by and among Scottish Pacific (BFS) Pty Ltd (ACN 101 657 041) as Lender ("Lender") and R . . . And Everything Else, Inc., located at 8495 Commerce Ave, San Diego, CA 92121. as Guarantor ("Guarantor" or "You")

1. DEFINED TERMS

The following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of California.

"Collateral" shall have the meaning assigned to it in Section 2 of this Intellectual Property Security Agreement.

"Copyrights" shall mean all copyrights in published and unpublished works, now or hereafter existing, all right, title and interest therein anywhere in the world, and all applications, registrations and recordings relating thereto filed in the United States Copyright Office or in any other government office or agency anywhere in the world, all whether now owned or hereafter created or acquired by you. "Copyrights" as used herein includes, without limitation, the right to print, reprint, publish, reproduce, sell, distribute, perform, display and make derivative works based on works presently or hereafter owned by or licensed to you, in whole or in part, and all other rights which you presently have or hereafter acquire pursuant to any contract that enables you to conduct its business anywhere in the world, including, without limitation, copyright assignments, exclusive and non-exclusive licenses; publishing agreements; printing agreements; distribution agreements; and agreements relating to translation rights, first and second serial rights, book club, paperback and secondary publishing rights, and stage, motion picture, television, home video, phonograph record, merchandising and all other entertainment or communication-related rights. "Copyrights" as used herein also includes, without limitation, all of Guarantor's right, title and interest in all physical materials embodying works with respect to which you own any Copyrights, including, without limitation, plates, films, color separations, mechanical art, and original art and manuscripts. "Copyrights" as used herein also includes, without limitation, all of Guarantor's right, title and interest in unregistered Copyrights.

"Default" shall mean, for purposes of this Intellectual Property Security Agreement, any Termination Event as defined in the Factoring Agreement or breach of any representation, warranty or covenant in this Agreement.

"Factoring Agreement" shall mean the Invoice Discounting Agreement between the Lender and Vegas Enterprises PTY LTD (ACN 009 078 148), whose registered office is located at 3 Walters Drive, Osborne Park, WA 6017, Australia ("Borrower") dated as of November 16, 2016.

"General Intangibles" shall have the meaning assigned to it under Section 9-102 of the Code.

"Intellectual Property Security Agreement" shall mean this Intellectual Property Security Agreement, as the same may from time to time be amended or supplemented.

"Obligations" shall include, without limitation, all amounts due pursuant to the Guaranty of Guarantor to Lender of November 16, 2016 guarantying all amounts otherwise due Lender from Borrower, howsoever and when so ever arising or however acquired, and any and all reasonable attorney's fees, costs and other expenses incurred by Lender or on Lender's behalf in the collection or enforcement of any of the Obligations and the perfection, presentation and enforcement of Lender's rights and remedies hereunder and Lender's security interest in the Collateral.

"Patents" shall mean any patent or patent application listed on Schedule B annexed hereto, all other U.S. patents, U.S. patent applications, foreign patents, foreign patent applications (including utility models) and international (PCT) patent applications owned by you, all parents, divisions, continuations, continuations-in-part, substitutions and changes of applications of any of the foregoing U.S., foreign or international patents or patent applications, whether related thereto directly or through one or more intervening U.S., foreign or international applications, all U.S. and foreign patents and patent applications (including utility models) corresponding to or claiming priority from the aforesaid patents and patent applications, including all patents of addition, issuing on or registered from any of the foregoing applications, and all reissues, reexaminations, renewals and extensions of any of the foregoing U.S. and foreign patents, all whether now owned or hereafter acquired by you, including, but not limited to, those described in Schedule B annexed hereto.

"Proceeds" shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to you from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to you from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean any trademark or domain name listed on Schedule A annexed hereto, prints and labels on which said trademark has appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or with any domain name registrar or in any country's Patent and Trademark Office or in any similar office or agency of the United States or any other country, any State thereof, or any political subdivision thereof, all whether now owned or hereafter acquired by you, including, but not limited to, those described in Schedule A annexed hereto.

2. GRANT OF SECURITY INTEREST

As collateral security for Guarantor's prompt and complete payment and performance of all Obligations, Guarantor hereby pledges and hypothecates in favor of Lender, and grant to Lender a security interest in all of Guarantor's right, title and interest (a) in and to the Trademarks and the good will of the business symbolized by the Trademarks, including, without limitation, all of Guarantor's licenses, customer lists and other business records and that of Guarantor's subsidiaries and affiliates relating to the Trademarks listed on Schedule A and any Trademarks not registered; any and all royalties or fees generated from any of the foregoing; and any and all proceeds of the foregoing, including, without limitation, any claims by Guarantor against third parties for infringement of the Trademarks; (b) in and to the Patents and the good will of the business symbolized by the Patents, including, without limitation, all of Guarantor's licenses, lists of licensees and other business records relating to the Patents; the patents and patent applications listed in Schedule B and all other patents and patent applications owned by Guarantor; any and all royalties or fees generated from any of the foregoing; and any and all proceeds of the foregoing, including, without limitation, any claims by Guarantor against third parties for infringement of the Patents; (c) in and to the Copyrights and the good will of the business symbolized by the copyrights including without limitation all of Guarantor's licenses and other business records relating to the Copyrights, the copyrights and copyright applications listed in Schedule C and all other copyrights and copyright applications owned by Guarantor; any and all royalties or fees generated from any of the foregoing and any and all proceeds of the foregoing, including, without limitation, any claims by Guarantor against third parties for infringement of the Copyrights and (d) all of Guarantor right, title and interest in, to and under the following, whether now owned or hereafter acquired:

(i) all Licenses, Royalties and Fees generated therefrom;

(ii) all Accounts, General Intangibles and contract rights arising under or relating to each and every License (including, without limitation, (A) all monies due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) Guarantor's right to terminate any such License or to perform and to exercise all remedies thereunder);

(iii) Accounts, General Intangibles, rights to payment and contract rights owing to Guarantor, or for which Guarantor has an interest, whether or not related to any of the Intellectual Property described herein or arising therefrom;

(iv) Inventory, Equipment and Goods bearing any Trademarks or Tradenames or incorporating any Patent or Copyright of Guarantor therein, or which any of the foregoing is embedded within, whether completed, uncompleted or component parts; and

(v) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. LENDER'S RIGHTS; LIMITATIONS ON LENDER'S OBLIGATIONS

(a) It is expressly agreed by Guarantor that, anything herein to the contrary notwithstanding, Guarantor shall remain liable under each License to observe and perform all the conditions and obligations to be observed and performed by Guarantor thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Lender shall not have any obligation or liability under any License by reason of or arising out of this Intellectual Property Security Agreement or its assignment to Lender or the receipt by Lender of any payment relating to any License, pursuant thereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of Guarantor's obligations under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by Lender or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to Lender or to which Lender may be entitled at any time or times.

(b) Upon Default, Lender may at any time notify parties to the Licenses that Lender has a security interest in one or more of the Licenses and notify said parties that payments shall be made directly to Lender thereafter. Upon Lender's request at any time, Guarantor will so notify such parties to the Licenses. Lender may in its own name or in the name of others communicate with parties to the Licenses in order to verify with them to Lender's satisfaction the existence, amount and terms of any Licenses.

4. REPRESENTATIONS AND WARRANTIES

(a) Schedule A to this Intellectual Property Security Agreement contains a schedule of all the trade names, trademarks and service marks, and their registrations and pending applications, domain names owned by Guarantor or in which Guarantor have any rights and licenses for Trademarks. To the best of Guarantor's knowledge, in the use of the Trademarks, domain names or otherwise, you and Guarantor's affiliates and subsidiaries have not infringed, and are not now infringing on any trade name, trademark, service mark, domain name, copyright, patent, right of privacy or publicity, and are not competing unfairly with, or otherwise violating the rights of any other party. Except as set forth in Schedule D, you are not a party to any license, agreement or arrangement, whether as licensor, licensee or otherwise, with respect to any trademarks, service marks, trade names, or domain names, trade secrets, know-how, or confidential information.

(b) You and Guarantor's affiliates and subsidiaries have not infringed, and are not now infringing on any patent or otherwise violating the patent rights of any other party, and have not misappropriated, and are not now misappropriating on any trade secret or otherwise violating the trade secrets rights of any other party. Except as set forth in Schedule D, you are not a party to any patent or trade secret license, agreement or arrangement, whether as licensor, licensee or otherwise.

(c) You and Guarantor's affiliates and subsidiaries have not infringed, and are not now infringing on any copyright or otherwise violating the copyright rights of any other party. Except as set forth in Schedule D, you are not a party to any copyright license, agreement or arrangement, whether as licensor, licensee or otherwise.

(d) You own all the Trademarks, Patents and Copyrights listed on Schedules A, B and C for Guarantor's business as now conducted by you and such use does not, to the best of Guarantor's knowledge, and will not, conflict with, infringe on, or otherwise violate any rights of others and the Trademarks, Patents and Copyrights are valid and enforceable.

(e) You are the owner of all the Trademarks, Patents and Copyrights listed on Schedules A, B and C for the goods and descriptions set forth on said Schedules throughout the United States, and no persons, other than the licensees identified in Schedule D, have the right to use the Trademarks, Patents or Copyrights in the United States.

(f) Other than as specifically noted on the Schedules, none of the Trademarks, Patents or Copyrights listed on Schedules A, B and C have been abandoned.

(g) Each License referred to in Schedule D is a bona fide, valid and legally enforceable obligation by you and the licensees thereto. All consents, approvals or authorizations required to be obtained, effected or given in connection with the execution, delivery and performance of each License by each party thereto and Guarantor have been duly obtained, effected or given, are in full force and effect and do not subject the scope of such License to any materially adverse limitation, either specific or general in nature. The rights and obligations of Guarantor as Licensor, shall also be for the benefit of Lender, as a secured party, to you and to any subsequent purchaser of such Licenses from Lender.

(h) With respect to each License referred to in Schedule D, neither Guarantor nor any other party to such License is in default or, to the best of Guarantor's knowledge, is likely to become in default in the performance or observance of any of the terms thereof. Guarantor has fully performed all of Guarantor's material obligations under each License and Guarantor's right, title and interest in any License is not subject to any defense, offset, counterclaim or claim, nor have any of the foregoing been asserted or alleged against Guarantor or Guarantor's predecessor(s) as to any License.

(i) The Collateral now owned by Guarantor is valid and subsisting and in full force and effect and Guarantor has the sole, full and clear title thereto. Guarantor has the right and power to grant the security interest herein granted and the Collateral is not subject to any liens, claims, mortgages, assignments, licenses (other than the licensees set forth on Schedule D hereto) or security interests.

(j) No security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed by Guarantor in favor of Lender pursuant to this Intellectual Property Security Agreement or to the Factoring Agreement.

(k) This Intellectual Property Security Agreement constitutes a valid and continuing first lien on and first security interest in the Collateral in Lender's favor, prior to all other liens, encumbrances, security interests and rights of others and is enforceable as such as against Guarantor's creditors and customers. All action necessary or desirable to protect and perfect such security interest in each item of the Collateral has been duly taken.

(l) Guarantor's principal place of business and the place where Guarantor's records concerning the Collateral are kept is the address set forth above and Guarantor will not

change such principal place of business or remove such records without Lender's express written consent.

(m) Except as set forth in Schedule D, Guarantor is not a party to any license, agreement or arrangement with respect to the Trademarks, Patents or Copyrights.

(n) Guarantor will promptly notify Lender of all license agreements covering the Trademarks, Patents and Copyrights executed after the date of this Intellectual Property Security Agreement.

5. COVENANTS

Guarantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon Lender's written request, and at Guarantor's sole expense, Guarantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Intellectual Property Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens and security interest granted thereby. Guarantor also hereby authorizes Lender to file any such financing or continuation statement pertaining to the Collateral without Guarantor's signature to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

(b) Maintenance of Records. Guarantor will keep and maintain at Guarantor's own cost and expense satisfactory and complete records of the Collateral including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. Guarantor will mark Guarantor's books and records pertaining to the Collateral to evidence this Intellectual Property Security Agreement and the security interests granted hereby. For Lender's further security, Guarantor agrees that Lender shall have an interest in all of Guarantor's books and records pertaining to the Collateral and Guarantor shall deliver and turn over copies of any such books and records to Lender or to Lender's representatives at any time after the occurrence and during the continuation of a Default on Lender's demand, along with a certificate from a duly authorized officer that the copies accurately reflect the originals.

(c) Maintenance of Trademarks, Patents and Copyrights. Guarantor will not do any act, or omit to do any act, whereby the Trademarks, Patents or Copyrights or their registrations thereof may become abandoned, invalidated, unenforceable, expired or will otherwise diminish the value of the Trademarks, Patents or Copyrights, and shall notify Lender immediately if Guarantor knows of any reason or has reason to know of any ground under which this result may occur. Without in any way limiting the foregoing, Guarantor shall take appropriate action at Guarantor's expense to halt the infringement of the Trademarks, Patents and Copyrights and shall properly exercise Guarantor's duty to control the nature and quality of

the goods and/or services offered by Licensees in connection with the Trademarks, Patents and Copyrights listed on Schedules A, B and C.

(d) Indemnification.

(A) Guarantor assumes all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights and Guarantor hereby agrees to indemnify and hold Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Guarantor's business operations.

(B) Upon Default, in any suit, proceedings or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License Guarantor will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach by Guarantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Guarantor, and all of Guarantor's such obligations shall be and remain enforceable against and only against Guarantor and shall not be enforceable against Lender.

(e) Compliance with Laws, etc. Guarantor will comply, in all material respects, with all acts, rules, regulations, orders, decrees, and directions of any governmental authority applicable to the Collateral or any part thereof or to the operation of Guarantor's business; provided, however, that Guarantor may contest any act, regulation, order, decree or direction in any reasonable manner which shall not in Lender's sole opinion exercised in good faith adversely affect Lender's rights or the first priority of Lender's security interest in the Collateral.

(f) Payment of Obligations. Guarantor will pay when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including claims for labor, materials and supplies), except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against in accordance with generally accepted accounting principles.

(g) Compliance with Terms of Licenses, etc. Guarantor will perform and comply in all material respects with all obligations under the Licenses and all other agreements to which Guarantor is a party or by which Guarantor is bound relating to the Collateral.

(h) Limitation of Liens on Collateral. Guarantor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any lien, security interest, encumbrance, claim or right, in or to the Collateral and will defend Lender's right, title and interest in and to any of Guarantor's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomsoever. Guarantor will not transfer any interest in the Collateral or impair any of Lender's interests therein.

(i) Limitations on Modifications of Licenses. Guarantor will not (i) amend, modify, terminate or waive any provision of any License in any manner which could reasonably be expected to materially adversely affect the value of such License as Collateral without Lender's prior written consent which consent will not be unreasonably withheld, (ii) fail to exercise promptly and diligently each and every material right which Guarantor may have under each License (other than any right of termination) or (iii) fail to deliver to Lender a copy of each material demand, notice or document sent or received by Guarantor relating in any way to any License.

(j) Further Identification of Collateral. Guarantor will furnish to Lender such reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail.

(k) Notices. Guarantor will advise Lender promptly, in reasonable detail, (i) of any lien, or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material effect on the aggregate value of the Collateral or on the security interest created hereunder.

(l) Right of Inspection. Lender shall at all times have full and free access during normal business hours to all of Guarantor's books, correspondence and records, and Lender or Lender's representatives, upon twenty four hours prior notice, may examine the same, take extracts therefrom and make photocopies thereof, and Guarantor agrees to render to Lender, at Guarantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(m) Additional Trademarks, Patents and Copyrights and Future Trademark, Patent and Copyright Applications. In no event shall Guarantor adopt or use any Trademark, Patent or Copyright or register or file an application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office or Copyright Office, Domain Name Registrar or any other country's Patent, Trademark or Copyright Office or Domain Name Registrar or any similar office or agency unless Guarantor promptly informs Lender, and, upon Lender's request, Guarantor will execute and deliver any and all agreements, instruments, documents and papers as Lender may request to evidence Lender's interest in Guarantor's Trademarks, Patents and Copyrights and the goodwill and general intangibles relating thereto or represented thereby.

(n) Limitation on Further Uses of Trademarks, Patents and Copyrights. Guarantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without Lender's prior written consent, and nothing in this Agreement shall be deemed a consent by Lender to any such action. Without in any way limiting the foregoing, Lender must approve any future license or use by Guarantor of the Trademarks, Patents, and Copyrights which consent will not be unreasonably withheld.

6. LENDER'S APPOINTMENT AS ATTORNEY-IN-FACT

(a) Guarantor hereby irrevocably constitutes and appoints Lender and any of Lender's officers or agents, with full power of substitution, as Guarantor's true and lawful

attorney-in-fact with full irrevocable power and authority in Guarantor's place and stead and in Guarantor's name or in Lender's own name, from time to time in Lender's discretion, for the purpose of carrying out the terms of this Intellectual Property Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Intellectual Property Security Agreement and, without limiting the generality of the foregoing, hereby give Lender the power and right, on Guarantor's behalf, without notice to or assent by Guarantor to do the following:

(i) Upon the occurrence and during the continuance of a Default, to ask, demand, collect, receive and give acquittance and receipts for any and all moneys due and to become due under any Licenses and, in Guarantor's name or Lender's own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Licenses and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any Licenses whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral; and

(iii) Upon the occurrence and during the continuance of any Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Guarantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or release as Lender may deem appropriate; (F) to cause Guarantor's corporate names and domain names and those of Guarantor's affiliates and subsidiaries to be changed to names which do not include the Trademark or any term similar thereto, and Guarantor shall not thereafter make any use of the Trademark or any mark similar thereto for any purpose; and (G) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Guarantor's expense, at any time, or from time to time, all acts and things which Lender deem necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Intellectual Property Security Agreement, all as fully and effectively as Guarantor might do.

Guarantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Guarantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of Lender's rights contained in this Intellectual Property Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect Lender's interests in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that Lender actually receive as a result of the exercise of such powers and neither Lender nor any of Lender's officers, directors, employees or agents shall be responsible to Guarantor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

(c) Guarantor also authorizes Lender, at any time and from time to time to execute, in connection with the sale provided for in Section 9 of this Intellectual Property Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. EXECUTION OF POWER OF ATTORNEY

Concurrently with the execution and delivery hereof, Guarantor is executing and delivering to Lender, in the form of Exhibit E hereto, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks, Patents and Copyrights pursuant to paragraph 6 hereof.

8. PERFORMANCE BY LENDER OF GUARANTOR'S OBLIGATIONS

If Guarantor fails to perform or comply with any of Guarantor's agreements contained herein and Lender, as provided for by the terms of this Intellectual Property Security Agreement, shall ourselves perform or comply, or otherwise cause performance or compliance, with such agreement, Lender's expenses incurred in connection with such performance or compliance shall be payable by Guarantor to Lender on demand and shall constitute Obligations secured hereby.

9. REMEDIES, RIGHTS UPON DEFAULT

(a) If a Default shall occur and be continuing:

(i) All payments received by Guarantor under or in connection with any of the Collateral shall be held by Guarantor in trust for Lender, shall be segregated from other funds of Guarantor and shall forthwith upon receipt by Guarantor, be turned over to Lender, in the same form as received by Guarantor (duly endorsed by Guarantor to Lender, if required); and

(ii) any and all such payments so received by Lender (whether from Guarantor or otherwise) may, in Lender's sole discretion, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Guarantor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Default shall occur and be continuing, Guarantor agrees and consents that Lender may succeed to the position of either Licensee or Licensor under the License Agreement, and receive all rights and benefits of such party under the License

Agreement, including, without limitation, the right to enforce the Licenses and the right to sublicense the Trademarks and Patents.

(c) If any Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to Lender in this Intellectual Property Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Guarantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender are entitled, and Guarantor will be liable for the fees of any attorneys employed by Lender to collect such deficiency.

(d) Guarantor also agrees to pay all of Lender's costs, including attorneys' fees, incurred with respect to the collection of any of the Obligations and the enforcement of any of Lender's rights hereunder.

(e) Guarantor hereby waive presentment, demand, protest or any notice (to the extent permitted by applicable law and except as set forth in the Loan Agreement) of any kind in connection with this Intellectual Property Security Agreement or any Collateral.

10. LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL

Beyond the safe custody thereof, Lender shall not have any duty as to any Collateral in Lender's possession or control or in the possession or control of any of Lender's agents or nominees or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

11. NOTICES

Any notice to either party shall be deemed to have been validly served (a) upon the earlier of actual receipt or four (4) days after deposit in the United States Mail, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by telecopy or other similar facsimile transmission (with such telecopy or facsimile promptly confirmed by delivery of a copy by personal delivery or United States mail as set forth in subsection (a) above; (b) one (1) business day after deposit with a reputable overnight courier with all charges prepaid; or (d) when hand-delivered and received by the party to be notified.

Any notice shall be addressed as follows:

To: R . . . And Everything Else, Inc.
8495 Commerce Avenue
San Diego, CA 92121

with copies to:

To: Scottish Pacific (BFS) PTY Limited (ACN 101 657 041),
Level 5, 20 Bond Street
Sydney NSW 2000, Australia

With copies to: Gilis Delaney Lawyer
Gerald Carides, Esq.
Level 40, 161 Castelreagh Street
Sydney, NSW 2000
Australia

and

Levinson Arshonsky & Kurtz, LLP
Steven N. Kurtz, Esq.
Scott H. Siegel, Esq.
15303 Ventura Blvd, Ste 1650
Sherman Oaks, CA 91403

12. SEVERABILITY

Any provision of this Intellectual Property Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. NO WAIVER; CUMULATIVE REMEDIES

Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of Lender's rights or remedies hereunder and no waiver shall be valid unless in writing, signed by Lender, and then only to the extent therein set forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on Lender's part, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Intellectual Property Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Lender.

14. SUCCESSORS AND ASSIGNS; GOVERNING LAW

This Intellectual Property Security Agreement and all of Guarantor's obligations hereunder shall be binding upon Guarantor's successors and assigns, and shall, together with Lender's rights and remedies hereunder, inure to Lender's benefit and Lender's successors and assigns. However, none of Guarantor's rights or obligations under this Intellectual Property Security Agreement may be assigned without Lender's prior written permission. This Intellectual Property Security Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of California.

15. FURTHER INDEMNIFICATION

Guarantor agrees to pay, and to save Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Guarantor has caused this Intellectual Property Security Agreement to be executed by Guarantor or one of Guarantor's duly authorized officers on the date first set forth above.

R . . . AND EVERYTHING ELSE, INC.

By: *Geoff Backshall*
Name Geoff Backshall
Title President
16/11/2016

Geoff Backshall

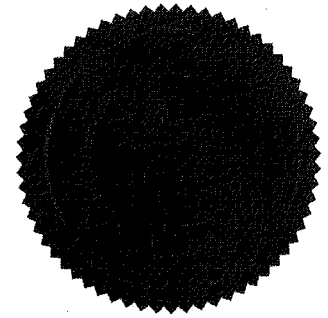
The foregoing is acknowledged, accepted and agreed to:

SCOTTISH PACIFIC (BFS) PTY LTD

By: *Wayne Goss*
Name Wayne Goss
Title General Manager

Signed before me, by the said Geoff Backshall
this 16 day of NOVEMBER 2016
at Osborne Park, Western Australia, after he/she/they confirmed that he/she/they had read and understood this document and that he/she was / they were freely and voluntarily signing the document and also after having provided me with proof of identity.

Michael Edward Paterson
Michael Edward Paterson
Notary Public 244
Suite 4, 88 Waiters Drive,
Osborne Park, Western Australia 6017



15. FURTHER INDEMNIFICATION

Guarantor agrees to pay, and to save Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Guarantor has caused this Intellectual Property Security Agreement to be executed by Guarantor or one of Guarantor's duly authorized officers on the date first set forth above.

R . . . AND EVERYTHING ELSE, INC.

By: _____
Name *Cynthia Halleman*
Title *Secretary*

The foregoing is acknowledged,
accepted and agreed to:

SCOTTISH PACIFIC (BFS) PTY LTD







By: _____
Name
Title

SCHEDULE A

Please see attached Trademarks and Domain Names in the United States in Schedule "A-1" and
Trademarks and Domain Names in Foreign Countries in Schedule "A-2".

SCHEDULE "A-1"
U.S. FEDERAL TRADEMARKS

SEE ATTACHED SCHEDULE OF US FEDERAL TRADEMARKS

#	WORD MARK	TRADE MARK	OWNER	SERIAL #	REG #	FILING DATE
LIVE STATUS						
1	R		R...AND EVERYTHING ELSE, INC.	79102259	4296778	04/27/2011
2	R RUSTY	 RUSTY	R...AND EVERYTHING ELSE, INC.	79101893	4287202	04/27/2011
3	RUSTY	 RUSTY	R...AND EVERYTHING ELSE, INC.	79101021	4287198	05/04/2011
4	RUSTY	RUSTY	R...AND EVERYTHING ELSE, INC.	79100614	4287195	04/27/2011
5	R		R...AND EVERYTHING ELSE, INC.	76368465	2704130	02/08/2002
6	R. RUSTY	 R U S T Y	R...AND EVERYTHING ELSE, INC.	74007662	1662102	12/04/1989
7	R.		R...AND EVERYTHING ELSE, INC.	73609898	1440671	07/17/1986
8	RUSTY		R...AND EVERYTHING ELSE, INC.	73704740	1515480	01/11/1988
DEAD STATUS						
9	RUSTY	RUSTY	R...AND EVERYTHING ELSE, INC.	76368587	3052002	02/08/2002
10	GLOBAL COOLING	GLOBAL COOLING	R. & EVERYTHING ELSE INC.	79048905	3564892	11/30/2007

**SCHEDULE "A-2"
FOREIGN TRADEMARKS**

[DESCRIBE OR INSERT NONE]

SEE ATTACHED SCHEDULE OF FOREIGN TRADEMARKS

SCHEDULE "A-3"
UNREGISTERED TRADEMARKS

NONE

SCHEDULE B

(Patents in United States)

NONE

(International Patents)

NONE

SCHEDULE C

(Copyrights in United States)

[DESCRIBE OR INSERT NONE]

NONE

SCHEDULE D

Licenses

[DESCRIBE OR INSERT NONE]

SEE ATTACHED SCHEDULE OF LICENSES