

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425546

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900401517

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCDONNELL-BELLUM HOLDINGS LLC		03/15/2016	Limited Liability Company: CALIFORNIA
BELLUM ENTERTAINMENT LLC		03/15/2016	Limited Liability Company: CALIFORNIA
BR HOLDINGS LLC		03/15/2016	Limited Liability Company: CALIFORNIA
LONGNEEDLE ENTERTAINMENT LLC		03/15/2016	Limited Liability Company: CALIFORNIA
BELLUM SOUTH LLC		03/15/2016	Limited Liability Company: LOUISIANA
BELLUM SOUTH C LLC		03/15/2016	Limited Liability Company: LOUISIANA
FLAME LILY LLC		03/15/2016	Limited Liability Company: CALIFORNIA
HOLLY BELLE LLC		03/15/2016	Limited Liability Company: CALIFORNIA
MIDORI ENTERTAINMENT LLC		03/15/2016	Limited Liability Company: CALIFORNIA
FIX IT & FINISH IT LLC		03/15/2016	Limited Liability Company: CALIFORNIA
FLIP MY FOOD LLC		03/15/2016	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	TCJ I, LLC (Successor in Interest to Master Business Loan Agreement)
<b>Street Address:</b>	82 Nassau Street, Suite 428
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10038
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3641548	ANIMAL ATLAS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86101077	ORIGINS
Serial Number:	86101931	WILDLIFE JAMS
Serial Number:	86094098	ZOO CLUES

**CORRESPONDENCE DATA**

**Fax Number:** 9735972400  
*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:** 9735972500  
**Email:** lstrademark@lowenstein.com  
**Correspondent Name:** Vanessa A. Ignacio, Esq.  
**Address Line 1:** Lowenstein Sandler LLP  
**Address Line 2:** 65 Livingston Avenue  
**Address Line 4:** Roseland, NEW JERSEY 07068-1791

<b>ATTORNEY DOCKET NUMBER:</b>	32961.1
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/
<b>DATE SIGNED:</b>	04/28/2017

**Total Attachments: 18**  
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## LIFTFORWARD, INC.

261 MADISON AVENUE, 9TH FLOOR  
NEW YORK, NY 10028

## COMMERCIAL SECURITY AGREEMENT

This Commercial Security Agreement (this "Security Agreement") is made this 15 day of March, 2016, by and among (i) McDonnell-Bellum Holdings LLC, a California limited liability company with its principal place of business located at 2901 W. Alameda Ave., Burbank, California 91505 (the "Grantor" or "Holdings"), (ii) Bellum Entertainment LLC, a California limited liability company with its principal place of business located at 2901 W. Alameda Ave., Burbank, California 91505, BR Holdings, a California limited liability company with its principal place of business located at 201 Monroe St., 20th Floor, Montgomery, Alabama 36104, LongNeedle Entertainment LLC, a California limited liability company with its principal place of business located at 2901 W. Alameda Ave., Burbank, California 91505, Bellum South LLC, a Louisiana limited liability company with its principal place of business located at 1523 Constance St., New Orleans, Louisiana 70130, Bellum South C, a Louisiana limited liability company with its principal place of business located at 1523 Constance St., New Orleans, Louisiana 70130, Flame Lily LLC, a California limited liability company with its principal place of business located at 2901 W. Alameda Ave., Burbank, California 91505, Holly Belle LLC, a California limited liability company with its principal place of business located at 2901 W. Alameda Ave., Burbank, California 91505, Midori Ent LLC, a California limited liability company with its principal place of business located at 2901 W. Alameda Ave., Burbank, California 91505, Fix It & Finish LLC, a California limited liability company with its principal place of business located at 201 Monroe St., 20th Floor, Montgomery, Alabama 36104, and Flip My Food LLC, a California limited liability company with its principal place of business located at 201 Monroe St., 20th Floor, Montgomery, Alabama 36104 (individually, inter-changeably or collectively with Holdings, "Grantor"), and (iii) LiftForward, Inc., California Finance Lenders License No. 603L137 ("Lender"). This Security Agreement is executed in connection with that certain Master Business Loan Agreement (as it may be amended, restated, modified or supplemented from time to time, the "Agreement") entered into as of the date hereof, by and among Grantor, Mary Carole McDonnell, a natural person residing at 1336 Sugar Loaf Drive, La Canada, California 91011, Mary Carole McDonnell Trust, with its address at 1336 Sugar Loaf Drive, La Canada, California 91011, and LongNeedle Entertainment Inc., with its address at 2901 W. Alameda Avenue, Burbank, California 91505 (Mary Carole McDonnell, Mary Carole McDonnell Trust and LongNeedle Entertainment Inc., together with any other guarantors named on Schedule 1 to the Loan Agreement, each a "Guarantor" and collectively, the "Guarantors"), and Lender and any Notes and other Related Documents executed in connection therewith, and is intended to be incorporated into and read together with those agreements to establish the secured lending relationship between Borrower and Lender. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. Further, unless otherwise defined in this Security Agreement or in the Agreement, terms defined in Article 8 or 9 of the UCC (as defined below) are used in this Security Agreement as such terms are defined in such Article 8 or 9. "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, provided that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code

**TRADEMARK****REEL: 006044 FRAME: 0262**

as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

1. **Grant of Security Interest.** For valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor (a) pledges, assigns, transfers and delivers to Lender, and grants to Lender a continuing and unconditional first priority security interest in, the Collateral (as defined below) to secure payment of all Indebtedness from Lender to Grantor and performance of all other obligations under the Agreement, this Security Agreement and the other Related Documents and (b) agrees that Lender shall have the rights stated in this Security Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law. Indebtedness shall include all amounts that may be indirectly secured by cross-collateralization in accordance with Section 3 of this Security Agreement.

2. **Collateral.** The term “Collateral” means all of Grantor’s present and future right, title and interest in and to any and all property of the Borrower, of any kind or description, real or personal, tangible or intangible, wherever now or hereafter located or whether now existing or hereafter arising or acquired, including, without limitation, all of the following described property:

a. All trade fixtures and personal property of every kind and nature, including all accounts (including but not limited to all receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, all chattel paper (whether tangible or electronic), letter-of-credit rights, letters of credit, securities and all other investment property, general intangibles (including but not limited to all software and all payment intangibles), money, deposit accounts, motor vehicles, commercial tort claims described on Schedule A hereto (as it may be updated from time to time), other rights to payment and performance, contract rights or rights to the payment of money and other obligations of any kind.

b. In addition, the word “Collateral” also includes all of Grantor’s present and future right, title and interest in and to all of the following proceeds, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(1) All accessions, attachments, accessories, fittings, increases, tools, parts, repairs, supplies, replacements of, additions to and commingled goods related to any of the property described in this Section 2, whether added now or later;

(2) All additions, replacements of and substitutions for all or any part of the property described in this Section 2, whether added now or later;

(3) All products and produce of any of the property described in this Section 2;

(4) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Section 2;

(5) All good will relating to the property described in this Section 2;

(6) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Section 2, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process;

(7) All records and data and embedded software relating to any of the property described in this Section 2, in any medium whatever, together with all of Grantor's right, title, and interest in and to all equipment, inventory and computer software required to utilize, create, maintain, and process any such records or data on electronic media;

(8) All supporting obligations relating to the property described in this Section 2, whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the property described in this Section 2; and

(9) All products and proceeds (including but not limited to all insurance payments) of or relating to the property described in this Section 2.

**3. Cross-Collateralization.**

a. This Security Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Agreement or the Related Documents, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

b. Even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender, this Security Agreement is continuing in nature and will continue in effect until terminated in accordance with the Agreement or this Security Agreement.

**4. Grantor's Representations and Warranties.** Grantor represents and warrants to Lender as follows.

a. Name; Organization of Borrower. (i) Grantor's exact legal name is that indicated on the signature page hereof; (ii) Grantor is an organization of the type, and is organized in the jurisdiction, set forth in the Agreement and the other Related Documents; and (iii) Grantor's place of business (or, if more than one, its chief executive office) and its mailing address have been correctly provided to Lender.

b. Nature of the Collateral. The Collateral consisting of securities have been duly authorized and validly issued, and are fully paid and non-assessable and subject to no options to purchase or similar rights. None of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like Federal, state or local statute or rule in respect of such Collateral. Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of Federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of Hazardous Substances (as defined below).

c. Property. Except (i) as contemplated by the Agreement or the Related Documents, (ii) as approved by Lender following disclosure in Grantor's financial statements or in writing to Lender and (iii) for property tax liens for taxes not presently due and payable, Grantor owns and has good title to all Collateral free and clear of all security interests, and has not executed any security documents or financing statements relating to any Collateral. All Collateral is titled in Grantor's legal name, and Grantor has not used or filed a financing statement under any other name in the last five (5) years.

d. Lien Priority. Unless otherwise provided for in the Agreement or previously agreed to by Lender in writing, Grantor has not entered into or granted, and will not enter into or grant, any security agreements in respect of any Collateral or permitted or permit the filing or attachment of any security interests on or affecting any Collateral that would be prior or that may in any way be superior to Lender's security interests and rights in and to such Collateral.

e. Perfection and Authority. The pledge of the Collateral pursuant to this Security Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment and performance when due of the Indebtedness and obligations under the Agreement and Related Documents. Grantor has full power, authority and legal right to pledge the Collateral pursuant to this Security Agreement.

f. Control. Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, as applicable) to have been obtained by Lender over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than Lender has control or possession of all or any part of the Collateral.

g. Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine and fully complies with all Laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor.

h. Hazardous Substances. The Collateral never has been, and never will be so long as this Security Agreement remains a lien on the Collateral, used in violation of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C Section 9601, et seq., the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, the Hazardous Materials Transportation Act, 29 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. or other applicable state or Federal Laws adopted pursuant thereto (collectively, "Environmental Laws") or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance (as defined below). The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled, including, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The term "Hazardous Substances" is used in its very broadest sense and includes, without limitation, any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws.

5. **Grantor's Covenants.** Grantor covenants and agrees with Lender that, so long as this Agreement remains in effect:

a. Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's first priority security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

b. Accounts. Except in the ordinary course of Grantor's business, Grantor shall not, without Lender's prior written consent, (i) compromise, settle, adjust or extend payment under or with regard to any Eligible Accounts; (ii) grant any setoffs or make any counterclaims against any Eligible Accounts; or (iii) make any agreement under which any deductions or discounts may be claimed concerning the Eligible Accounts.

c. Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property, such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other existing and future locations as are disclosed to Lender; provided, however, that any future location must be reasonably acceptable to Lender if the transfer or maintenance of Collateral at such location would reasonably be expected to have an adverse effect on the security interest of Lender in the Collateral. Upon Lender's request, Grantor will deliver to Lender, in form satisfactory to Lender, a schedule of real properties and Collateral locations relating to Grantor's operations, including, without limitation, (i) all real property Grantor owns or is purchasing; (ii) all real property Grantor is renting or leasing; (iii) all storage facilities Grantor owns, rents, leases or uses; and (iv) all other properties Collateral is or may be located.

d. Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of motor vehicles or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the state where the Grantor's business is located, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

e. Transactions Involving Collateral. Except as otherwise provided for in the Agreement or any other Related Document, Grantor shall not sell, offer to sell or otherwise transfer or dispose of any Collateral. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance or charge, other than the security interest provided for in this Security Agreement and Permitted Liens, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Security Agreement. Unless waived by Lender, all proceeds from any Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided, however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

f. Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, substantially all of the Collateral in good order, repair and condition. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with, the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

g. Inspection and Marking of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located. Lender shall have the right to mark or affix markings to any item of Collateral that evidence Lender's security interest in such Collateral.

h. Taxes, Assessments and Liens. If the Collateral is subjected to a lien not permitted under the Agreement or any other Related Document and not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could reasonably accrue in the discharge of the lien. In any contest, Grantor shall defend itself and Lender shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

i. Application of Insurance Proceeds. Promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Borrower fails to do so within fifteen (15) days of the casualty. In the event that the loss or damage is to a substantial portion of the Collateral, all proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral and, if Lender consents, which consent shall not be unreasonably withheld, to



repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Obligations, and shall pay the balance to Borrower. Any proceeds which have not been applied to the repair or restoration of the Collateral within six (6) months after their receipt shall be used to prepay the Obligations.

j. Insurance Reserves. In the event that Borrower fails to pay insurance premiums on insurance policies required to be maintained by Borrower under the Agreement, Lender may require Borrower to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Borrower of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower. The responsibility for the payment of premiums shall remain Borrower's sole responsibility.

k. Financing Statements and Other Recordations. Grantor authorizes Lender to file UCC financing statements or any other form, document or notice, or a copy of this Security Agreement, to perfect Lender's security interest in any Collateral. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Collateral. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor, to execute documents necessary to transfer title upon the occurrence of an Event of Default.

l. Commercial Tort Claims. If Grantor shall at any time hold or acquire a commercial tort claim, Grantor shall (i) promptly notify Lender in a writing signed by Grantor of the particulars thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to Lender and (ii) deliver to Lender an updated Schedule A.

m. Additional Assurances. Grantor shall make, execute and deliver to Lender such Related Documents as Lender may reasonably request to evidence and secure the Loans, to perfect all security interests in the Collateral and to protect Lender's interests in the Loans and the Collateral.

6. **Grantor's Right to Possession and to Collect Accounts.** Unless an Event of Default has occurred and is continuing hereunder, and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with the

Agreement, this Security Agreement or the other Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

7. **Lender's Expenditures.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of the Agreement, this Security Agreement or any other Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under the Agreement, this Security Agreement or any other Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand; (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy; or (ii) the remaining term of the Note; or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Security Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon an Event of Default.

8. **Rights and Remedies upon Default.** If an Event of Default occurs and is continuing, Lender shall have all the rights of a secured party under the UCC and New York law. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies.

a. Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty that Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

b. Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon

the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Security Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

c. Sell the Collateral. Lender shall have full power to sell, lease, transfer or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Security Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

d. Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

e. Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

f. Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided

in this Security Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection (f) is a sale of accounts or chattel paper.

g. Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the UCC and other New York law, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

h. Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Agreement, the Agreement or the other Related Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Security Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

9. **Miscellaneous Provisions.** The following miscellaneous provisions shall apply to this Security Agreement.

a. Incorporation by Reference. The provisions of Section 10 of the Agreement are incorporated herein by reference, *mutatis mutandis*.

b. Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact, with full authority in the place and stead of Grantor, to take any action or execute any documents or instruments which Lender deems necessary to perfect, amend or to continue any security interest granted in this Security Agreement, to demand termination of filings of other secured parties or to accomplish the purposes of this Security Agreement; provided, however, that Lender shall not be obligated, and shall have no liability, to Grantor or any third party for failure to do so or take action. Lender may at any time, and without further authorization from Grantor, file a photocopy or other electronic reproduction of any document or of this Security Agreement for any purpose connected with this Security Agreement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

c. Multiple Grantors. When there is more than one Grantor named herein or when this Guaranty is executed by more than one Grantor, then the word "Grantor" shall mean all and any one or more of them, and their respective successors and assigns, including debtors-in-possession and bankruptcy trustees; words used herein in the singular shall be considered to have been used in the plural where the context and construction so requires in order to refer to more than one Grantor.

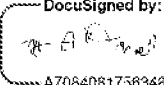
d. Joint and Several. If more than one Grantor signs this Security Agreement, the obligations of each under this Security Agreement are joint and several, and independent of the Obligations and of the obligations of any other person or entity. A separate action or actions may be brought and prosecuted against any one or more Grantors, whether action is brought against Grantor or other guarantors of the Obligations, and whether Grantor or others are joined in any such action.

*[Remainder of page intentionally left blank]*

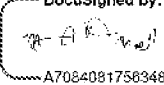
Wherefore, Grantor and Lender have caused this Security Agreement to be duly executed as of the date first above written.

**GRANTOR**

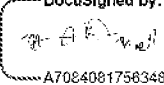
MCDONNELL-BELLUM HOLDINGS  
LLC

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By: \_\_\_\_\_  
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Title: CEO

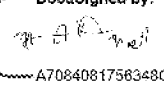
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Title: CEO

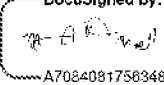
BR HOLDINGS LLC

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Title: Manager

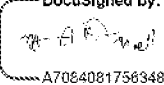
LONGNEEDLE ENTERTAINMENT LLC

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Printed Name: Mary Carole McDonnell  
Title: CEO

BELLUM SOUTH LLC

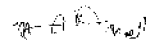
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Title: CEO

BELLUM SOUTH LLC

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Printed Name: Mary Carole McDonnell  
Title: CEO

FLAME LILY LLC

DocuSigned by:



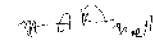
By: \_\_\_\_\_  
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Printed Name: Mary Carole McDonnell

Title: CEO

HOLLY BELLE LLC

DocuSigned by:



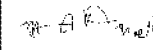
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Printed Name: Mary Carole McDonnell

Title: CEO

MIDORI ENTERTAINMENT LLC

DocuSigned by:



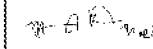
By: \_\_\_\_\_  
A7084081758348C...

Printed Name: Mary Carole McDonnell

Title: CEO

FIX IT & FINISH IT LLC

DocuSigned by:



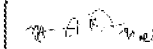
By: \_\_\_\_\_  
A7084081758348C...

Printed Name: Mary Carole McDonnell

Title: Manager

FLIP MY FOOD LLC

DocuSigned by:



By: \_\_\_\_\_  
A7084081758348C...

Printed Name: Mary Carole McDonnell

Title: Manager

LENDER

LIFTFORWARD, INC.

DocuSigned by:



By: \_\_\_\_\_  
6BEEB1B7384F42F...

Printed Name: Blendi Batusha

Title: Director of Credit

Exhibit A

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
USA	Midori Entertainment, LLC		3,641,548		Animal Atlas
USA	Boarding Pass, LLC	SN: 86094001		Filed 10/17/13	Coollest Places on Earth
USA	Family Style, LLC	SN: 86094039		Filed 10/17/13	Family Style
USA	Holly Belle Entertainment, LLC	SN: 86101072		Filed 10/24/13	On The Spot
USA	Bellum Entertainment, LLC	SN: 86101077		Filed 10/24/13	Origins
USA	Flame Lily Entertainment, LLC		3,333,222		Safari Tracks
USA	Alien Conspiracy, LLC	SN: 86093897		Filed 10/17/13	Unsealed: Alien Files
USA	Alien Conspiracy, LLC	SN: 86093949		Filed 10/17/13	Unsealed: Conspiracy Files
USA	5 O'Clock, LLC	SN: 85920376, 85920331		Filed 5/1/13	What Went Down
USA	Longneedle, Entertainment, LLC	SN: 86101931		Filed 10/15/13	Wildlife Jams
USA	Bellum Entertainment, LLC	SN: 86094098		Filed 10/17/13	Zoo Clues



LOAN PURCHASE AGREEMENT

March 18, 2016

This LOAN PURCHASE AGREEMENT (this "Agreement") is made as of this 18th day of March, 2016, by and between LiftForward, Inc. ("Originator") and TCI I, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Originator has originated the loan described on attached Schedule I (with all instruments, agreements and related instruments, filings and documents, the "Loan");

WHEREAS the Loan is in good standing held by Originator free and clear of any liens or encumbrances other than those in favor of Originator or previously disclosed to and agreed upon by Purchaser; and

WHEREAS Purchaser desires to purchase, and Originator desires to sell, all of Originator's right, title and interest to the Loan.

NOW THEREFORE, in consideration of the terms set forth above, the parties hereto agree as follows:

1. Loan. The Loan was originated on March 15, 2016 and is current and in good standing on the books and records of the Originator. The Loan is, and has at all times since inception been, serviced by the Originator.
2. Loan Purchase. On the date hereof or another date to be mutually agreed between the parties (the "Closing Date"), in consideration for the purchase price set forth in Schedule I (the "Purchase Price") in immediately available U.S. funds to the account designated in Section 4 below, Originator hereby agrees to sell, transfer and convey to Purchaser all of its right, title and interest in the Loan (the "Sale"). Other than the statements in Section 1 hereto, the Loan is being sold as is without any additional representations, warranties or assurances.
3. Liens, Guarantees. In connection with the Sale, Originator shall release its security interest and any other lien it may have in the borrower of the Loan ("Borrower") and shall render any necessary support to Purchaser in establishing such security interest or lien in Borrower or Borrower's properties in the name of the Purchaser. Originator shall transfer any guarantees of the Loan to the Purchaser in connection with the Sale.
4. Closing. On Closing Date, the Loan shall hereby be sold by Originator to Purchaser in exchange for the Purchase Price. The Purchase Price shall be wired in immediately available funds to the Originator pursuant to the following wire transfer instructions, or by some other means as shall be mutually agreed between the parties:

LIFTFORWARD WIRE INSTRUCTIONS:

Bank: [REDACTED]  
 Bank Address: [REDACTED]  
 [REDACTED]  
 Routing Number [REDACTED]  
 Routing Number (wires): [REDACTED]  
 Account Number: [REDACTED]  
 Account Type: [REDACTED]

5. Purchaser indemnifies and agrees to hold Originator harmless from and against any and all losses, claims, demand, actions, suits, damages, costs, and expenses of every nature and character that may arise or be made against or incurred by Originator from the origination and/or subsequent sale of any Loan contemplated or sold under this Agreement.
6. This Agreement constitutes the entire agreement between the parties. No amendment hereto shall be effective unless such amendment is in writing and signed by the duly authorized representatives of all parties.
7. Further Assurances. Originator hereby agrees to take such further actions, make such filings, execute such transfers, and deliver such documents as shall be necessary to effect the Sale and the intent of the parties hereto.
8. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to choice of law principles.
9. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, constitute one and the same agreement.

[Signature Page Follows]

**TCI I, LLC**  
as Purchaser

DocuSigned by:

*Michael Finkelstein*

By: \_\_\_\_\_  
30684673E7E443E

Name: Michael Finkelstein  
Title: Chief Executive Officer

**LIFTFORWARD, INC.**  
as Originator

DocuSigned by:

*Jeffrey Rogers*

By: \_\_\_\_\_  
63300590E6FC04

Name: Jeffrey Rogers  
Title: Chief Executive Officer

SCHEDULE I

BORROWER/LOAN REFERENCE	PURCHASE DATE	OUTSTANDING PRINCIPAL BALANCE	ACCRUED INTEREST	CONSIDERATION	FEES OWED PURCHASER	PURCHASE PRICE
[REDACTED]						