

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Tyler Phelps		10/01/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Michael J. Pastusek		
Street Address:	5808 Bay Club Drive		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76013		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87255373	LOVE & WAR IN TEXAS	
CORRESPONDENCE DATA			
Fax Number:	2147064242		
<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:	214-706-4223		
Email:	trademarks@solidcounsel.com		
Correspondent Name:	Thomas A. Kulik, Esq.		
Address Line 1:	500 N. Akard, Suite 2700		
Address Line 2:	Scheef & Stone, L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10375.201		
NAME OF SUBMITTER:	Thomas A. Kulik		
SIGNATURE:	/TAK/		
DATE SIGNED:	05/22/2017		
Total Attachments: 17			
source=Borrower Pledge & Security Agreement; SN 87255373#page1.tif			
source=Borrower Pledge & Security Agreement; SN 87255373#page2.tif			
source=Borrower Pledge & Security Agreement; SN 87255373#page3.tif			
source=Borrower Pledge & Security Agreement; SN 87255373#page4.tif			

CH \$40.00 87255373

source=Borrower Pledge & Security Agreement; SN 87255373#page5.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page6.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page7.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page8.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page9.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page10.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page11.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page12.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page13.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page14.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page15.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page16.tif
source=Borrower Pledge & Security Agreement; SN 87255373#page17.tif

BORROWER PLEDGE AND SECURITY AGREEMENT

This BORROWER PLEDGE AND SECURITY AGREEMENT, dated as of October 1, 2016 (this "Security Agreement"), is made by J. Tyler Phelps (the "Grantor"), in favor of Michael J. Pastusek (the "Secured Party").

RECITALS:

A. Grantor has entered into a Promissory Note in favor of the Secured Party, dated as of October 1, 2016 (the "Note").

B. As security for the performance of Grantor under the Note, Grantor has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Certain Terms. The following terms (whether or not underscored) when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Collateral" is defined in Section 2.1.

"Trademark(s)" means all trademarks (registered or unregistered), service marks (registered or unregistered), trade dress, logos, slogans, trade names, brand names, corporate names, secondary-level Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.

"Trademark Collateral" means all Trademarks of the Grantor including all of the Grantor's rights, titles and interests in and to all such Trademarks registered in the United States Patent and Trademark Office or anywhere else in the world as set forth in Schedule II, and registrations and recordings thereof and all applications for registration thereof, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Filing Statements" means financing statements or continuation statements, or amendments thereto, as may be necessary in order to perfect and preserve the security interests and other rights granted to the Secured Party hereby.

"Intellectual Property Collateral" means, collectively, the Trademarks and associated Trademark Collateral.

BORROWER PLEDGE AND SECURITY AGREEMENT- PAGE 1

"Termination Date" means the date on which the Note is irrevocably paid in cash in full.

ARTICLE I
SECURITY INTEREST

SECTION 1.1. Grant of Security Interest. The Grantor grants to the Secured Party a continuing security interest in all of the Grantor's following property, whether tangible or intangible, whether now or hereafter existing, owned or acquired by the Grantor, and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Note (collectively, the "Collateral"):

- (a) all Intellectual Property Collateral; and
- (b) all products, accessions, additions, improvements, replacements, substitutions, offspring, rents, issues, profits, returns, income, supporting obligations and proceeds of and from the foregoing Collateral (including proceeds and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

SECTION 1.2. Security for Obligations. This Security Agreement and the Collateral in which the Administrative Agent for the benefit of the Secured Party is granted a security interest hereunder by the Grantor secures the payment of the Note.

SECTION 1.3. Security Interest Absolute, etc. This Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable grant of security interest, and shall remain in full force and effect until the Termination Date. All rights of the Secured Party and the security interests granted to the Grantor hereunder, shall, in each case, be absolute, unconditional and irrevocable irrespective of:

- (a) any lack of validity, legality or enforceability of the Note;
- (b) the failure of the Secured Party to exercise any right or remedy against any guarantor of the Note;
- (c) any change in the time, manner or place of payment of, or in any other term of, the Note;
- (d) any addition, exchange or release of any collateral or of any guarantor of the Note; or
- (e) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, any obligor, any surety or any guarantor.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into the Note, the Grantor represents and warrants to the Secured Party as set forth below.

SECTION 2.1. Grantor Name, Location, etc. The jurisdiction in which the Grantor is located for purposes of Sections 9-301 and 9-307 of the UCC is set forth in Item A of Schedule I hereto. The Grantor has no trade names other than those set forth in Item B of Schedule I hereto. During the four months preceding the date hereof, the Grantor has not been known by any legal name different from the one set forth on the signature page hereto, nor has the Grantor been the subject of any merger or other corporate reorganization. The name set forth on the signature page is the true and correct name of the Grantor. The Grantor's federal taxpayer identification number is (and, during the four months preceding the date hereof, the Grantor has not had a federal taxpayer identification number different from that) set forth in Item D of Schedule I hereto. The Grantor's organizational identification number is set forth in Item E of Schedule I.

SECTION 2.2. Ownership, No Liens, etc. The Grantor owns the Collateral free and clear of any Lien. No effective financing statement or other filing similar in effect covering any Collateral is on file in any recording office.

SECTION 2.3. Intellectual Property Collateral. With respect to any Intellectual Property Collateral:

- (a) such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) such Intellectual Property Collateral is valid and, unless pending, is enforceable;
- (c) the Grantor has made all necessary filings and recordations to protect its interest in such Intellectual Property Collateral, including recordations of all of its claims to the Copyright Collateral in the United States Copyright Office;
- (d) the Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property Collateral and no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party; and
- (e) the Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every such item of Intellectual Property Collateral in full force and effect throughout the world; as applicable.

SECTION 2.4. Validity, etc. This Security Agreement creates a valid security interest in the Collateral securing the payment of the Obligations. The Grantor authorizes the Secured

Party to file or cause to be filed all Filing Statements in the appropriate offices therefor and to take all of the actions necessary to create perfected security interests in the Collateral.

SECTION 2.5. Authorization, Approval, etc. Except as have been obtained or made and are in full force and effect, no authorization, approval or other action by, and no notice to or filing with, any governmental authority is required for the grant by the Grantor of the security interest granted hereby, the pledge by the Grantor of any Collateral pursuant hereto or for the execution, delivery and performance of this Security Agreement by the Grantor.

SECTION 2.6. Amendment of Organization Documents. The Grantor will not amend, supplement or otherwise modify, or permit, consent or suffer to occur any amendment, supplement or modification of, any terms or provisions contained in, or applicable to, its organization documents if the effect thereof is to impair, or is in any manner adverse to, the rights and interests of the Secured Party hereunder or under the Note, unless the Secured Party otherwise consents in writing, in advance.

SECTION 2.7. Best Interests. It is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the loans made to the Grantor by the Secured Party pursuant to the Note.

ARTICLE III COVENANTS

The Grantor covenants and agrees that, until the Termination Date, the Grantor will perform, comply with and be bound by the obligations set forth below.

SECTION 3.1. Name of Grantor. The Grantor will not change its name or place of organization or federal taxpayer identification number except upon 30 days' prior written notice to the Secured Party.

SECTION 3.2. As to Intellectual Property Collateral. The Grantor covenants and agrees to comply with the following provisions:

(a) the Grantor will not do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof;

(b) the Grantor shall promptly notify the Secured Party if it knows, or has reason to know, that any application or registration relating to any of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Copyright Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;

(c) in no event will the Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Copyright Office, unless it promptly informs the Secured Party, and upon request of the Secured Party executes and delivers all agreements, instruments and documents as the Secured Party may reasonably request to evidence the Secured Party's security interest in such Intellectual Property Collateral; and

(d) the Grantor will take all necessary steps, including in any proceeding before the United States Copyright Office, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Intellectual Property Collateral.

SECTION 3.3. Further Assurances. The Grantor agrees that from time to time at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Secured Party may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

ARTICLE IV REMEDIES

SECTION 4.1. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC and also may

(i) require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, and

(ii) without notice except as specified below, sell the Collateral or any part thereof at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days prior notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Secured Party or its designated agent in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party against, all or any part of the Note.

(c) The Secured Party may:

(i) transfer all or any part of the Collateral into the name of the Secured Party or its nominee, with or without disclosing that such Collateral is subject to the lien hereunder;

(ii) notify the parties obligated on any of the Collateral to make payment to the Secured Party of any amount due or to become due thereunder;

(iii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto;

(iv) endorse any checks, drafts, or other writings in the Grantor's name to allow collection of the Collateral;

(v) take control of any proceeds of the Collateral; and

(vi) execute (in the name, place and stead of the Grantor) endorsements, assignments and other instruments of conveyance or transfer with respect to all or any of the Collateral.

SECTION 4.2. Protection of Collateral. The Secured Party may from time to time, at its option, perform any act which the Grantor fails to perform after being requested in writing so to perform and the Secured Party may from time to time take any other action which the Secured Party reasonably deems necessary for the maintenance, preservation or protection of any of the Collateral or of its security interest therein.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.1. Binding on Successors, Transferees and Assigns; Assignment. This Security Agreement shall remain in full force and effect until the Termination Date has occurred, shall be binding upon the Grantor and its successors, transferees and assigns and shall inure to the benefit of and be enforceable by the Secured Party and its successors, transferees and assigns.

SECTION 5.2. Amendments, etc. No amendment to or waiver of any provision of this Security Agreement, nor consent to any departure by the Grantor from its obligations under this Security Agreement, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and the Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 5.3. Notices. All notices and other communications provided for hereunder shall be in writing and addressed, delivered or transmitted to the appropriate party at the address of such party specified in the Note. Any notice that is delivered personally or sent by overnight express shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party. Any notice which is addressed and mailed shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the third day after the day it is so placed in the mail.

SECTION 5.4. Release of Liens. Upon the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to all Collateral. Upon such termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5.5. No Waiver; Remedies. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 5.6. Headings. The various headings of this Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provisions hereof.

SECTION 5.7. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 5.8. Governing Law; Venue. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PROVISIONS OR RULES (WHETHER OF THE STATE OF ARIZONA OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. The Grantor hereby consents to the jurisdiction of any U.S. District Court for the Northern District of Texas or any Texas state court sitting in Tarrant County, Texas in any action, suit or other proceeding arising out of or relating to this Security Agreement, and the Grantor irrevocably agrees that all claims and demands in respect of any such action, suit or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such action, suit or proceeding brought in any such court or that such court is an inconvenient forum.

SECTION 5.9. Counterparts. This Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Signature page follows.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

By: TPW
J. Tyler Phelps, an individual

SECURED PARTY:

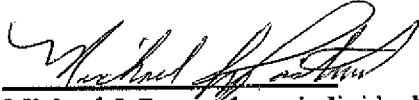
By: _____
Michael J. Pastusek, an individual

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

By: _____
J. Tyler Phelps, an individual

SECURED PARTY:

By: 

Michael J. Pastusek, an individual

**SCHEDULE I
to Pledge and Security Agreement**

Item A. Locations of the Grantor:

Name of Grantor:	Location for purposes of UCC:
J. TYLER PHELPS	Lindale, Smith County, Texas; Plano, Collin County, Texas

Item B. Trade names.

Name of Grantor:	Trade Names:
J. Tyler Phelps	Love & War in Texas, L & W

Item C. Merger or other corporate reorganization.

Name of Grantor:	Merger or other corporate reorganization:
N/A	

Item D. Taxpayer ID numbers.

Name of Grantor:	Taxpayer ID number:
J. Tyler Phelps	456-65-6468

Item E. Organizational ID numbers

Name of Grantor:	Organizational ID number:

SCHEDULE II
to Pledge and Security Agreement

Trademarks

I. Common Law Marks

Mark	Goods/Services	Geographic Locations
LOVE AND WAR IN TEXAS (also LOVE & WAR IN TEXAS)	Restaurant services	Plano, TX Lindale, TX Grapevine, TX

II. Pending Applications

Mark	Applic. Serial No.	Filing Date	Goods/Services	Federal/State
LOVE & WAR IN TEXAS	87/255,373	12/2/2016	Restaurant services	Federal

III. Registrations

None.

SCHEDULE II
to Pledge and Security Agreement

Trademark Licenses

1. That certain Trademark Licensing Agreement by and between J. Tyler Phelps as Licensor and LAWIT-Lindale, L.L.C. as Licensee dated October 1, 2016; and
2. That certain Trademark Licensing Agreement by and between J. Tyler Phelps as Licensor and Plano L & W, L.L.C. as Licensee dated _____, 2017.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2016 (this "Agreement"), is made by J. Tyler Phelps, an individual residing at Post Office Box 1855, Lindale, Texas 75771 (the "Grantor"), in favor of Michael J. Pastusek, an individual residing at 5808 Bay Club Drive, Arlington, Tarrant County, Texas 76013 (the "Secured Party").

RECITALS:

A. Grantor has entered into a Promissory Note in favor of the Secured Party, dated as of October 1, 2016 (the "Note").

B. In connection with the Note, the Grantor has executed and delivered a Borrower Pledge and Security Agreement, dated as of October 1, 2016 (the "Security Agreement");

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Secured Party, a security interest in all of the following (the "Trademark Collateral"), whether now or hereafter existing or acquired by the Grantor: all Trademarks of the Grantor including all of the Grantor's rights, titles and interests in and to all such Trademarks registered in the United States Patent and Trademark Office or anywhere else in the world as set forth in Schedule I,

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral. Upon any such termination, the Secured Party will, at the Grantor's sole expense,

deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

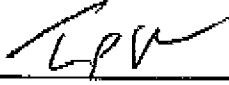
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

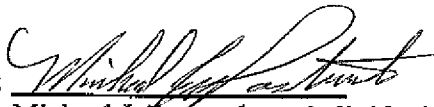
* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

By: 
J. Tyler Phelps, an individual

SECURED PARTY:

By: 
Michael J. Pastusek, an individual

SCHEDULE I
to Trademark Security Agreement

J. Common Law Marks

Mark	Goods/Services	Geographic Locations
LOVE AND WAR IN TEXAS (also LOVE & WAR IN TEXAS)	Restaurant services	Plano, TX Lindale, TX Grapevine, TX

II. Pending Applications

Mark	Applic. Serial No.	Filing Date	Goods/Services	Federal/State
LOVE & WAR IN TEXAS	87/255,373	12/2/2016	Restaurant services	Federal

III. Registrations

None.