

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BURKE WILLIAMS, INC.		07/19/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HCAP FUND III, L.P., AS COLLATERAL AGENT		
Street Address:	3636 NOBEL DRIVE, SUITE 401		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87254121	SIMPLY MASSAGE	
Registration Number:	4285593	BEYOND THE SPA	
Registration Number:	3144488	BURKE WILLIAMS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329735-101 BW		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	07/22/2017		
Total Attachments: 7			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of July 19, 2017, by and between HCAP FUND III, L.P., a Delaware limited partnership (“**HCAP**”) as collateral agent for the Lenders (as defined below) (in such capacity, “**Collateral Agent**”) and BURKE WILLIAMS, INC., a California corporation (“**Borrower**”), and amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of December 30, 2016, by and between Borrower and HCAP (the “**Original Agreement**”).

WHEREAS, HCAP and ST. CLOUD CAPITAL PARTNERS III SBIC, L.P. (together with HCAP, each a “**Lender**” and collectively, “**Lenders**”) have made or agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Amended and Restated Loan and Security Agreement by and among Collateral Agent, Lenders and Borrower, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and including each document referenced therein, the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower, Collateral Agent and Lenders, Borrower grants to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any

and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

This Agreement is intended to and does completely amend and restate, without novation, the Original Agreement.

[SIGNATURE PAGE FOLLOWS]


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

Address of Borrower:

8927 Lindblade Street
Culver City, CA 90232

BORROWER:

BURKE WILLIAMS, INC.

By: 
Name: WILLIAM ARMOUR
Title: PRESIDENT

[Signature Page to Amended and Restated
Intellectual Property Security Agreement - Borrower]

TRADEMARK
REEL: 006111 FRAME: 0712

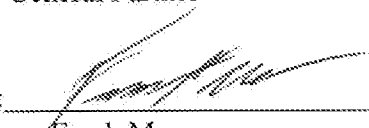
Address of Collateral Agent:

3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Frank Mora
Email: frank@hcapllc.com

COLLATERAL AGENT:

HCAP FUND III, L.P.

By: HMFC III LLC
Its: General Partner

By: 
Name: Frank Mora
Title: Member

[Signature Page to Amended and Restated
Intellectual Property Security Agreement - Borrower]

TRADEMARK
REEL: 006111 FRAME: 0713

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

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

EXHIBIT B - IP SECURITY AGREEMENT

Patents

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

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

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