

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HUNTER VAUGHAN, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW XIV, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW SIMPLY MASSAGE, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW SUPPLIES, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW ACADEMY, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BWDS, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW XV, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW X, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW XI, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
BW SUPPLIES NEVADA, LLC		07/19/2017	Limited Liability Company: NEVADA
BW ONLINE, LLC		07/19/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HCAP FUND III, L.P., AS COLLATERAL AGENT		
<b>Street Address:</b>	3636 NOBEL DRIVE, SUITE 401		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3198177	H2V	

CH \$40.00 3198177

**CORRESPONDENCE DATA****Fax Number:** 8585506420*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	329735-101 BW
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	07/22/2017

**Total Attachments: 10**

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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**”), HUNTER VAUGHAN, LLC, a California limited liability company (“**Hunter Vaughan**”) and each of the parties listed on Annex A attached hereto (each, including Hunter Vaughan, a “**Guarantor**” and collectively, with Hunter Vaughan, the “**Guarantors**”), and amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of December 30, 2016, by and between Guarantors 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 Burke Williams, Inc. (“**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). Lenders are willing to extend credit and make other financial accommodations to Borrower under the Loan Agreement, but only upon the condition, among others, that each Guarantor shall guaranty the Obligations.

Pursuant to the terms of that certain Amended and Restated Unconditional Guaranty dated as of the date hereof executed by Guarantors in favor of Collateral Agent (as the same may be amended, modified or supplemented from time to time, the “**Guaranty**”) and that certain Amended and Restated Third Party Security Agreement dated as of the date hereof by and between Guarantors and Collateral Agent (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”), each Guarantor has granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of such Guarantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, each Guarantor agrees as follows:

To secure its obligations under the Guaranty and Security Agreement and under any other agreement now existing or hereafter arising between Guarantors, Collateral Agent and Lenders, each Guarantor grants to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of such Guarantor’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, Guaranty and Security 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, Guaranty and Security 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, Guaranty and Security 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.

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

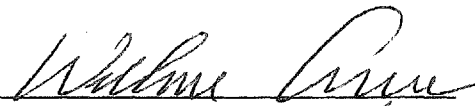
8927 Lindblade Street  
Culver City, CA 90232

**GUARANTORS:**


HUNTER VAUGHAN, LLC

By:   
Name: William Armond  
Title: President


BW XIV, LLC

By:   
Name: William Armond  
Title: President

BW SIMPLY MASSAGE, LLC

By:   
Name: William Armond  
Title: President

BW SUPPLIES, LLC

By:   
Name: William Armond  
Title: President

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

**GUARANTORS:**

BW ACADEMY, LLC

By: William Armour  
Name: William Armour  
Title: President

BWDS, LLC

By: William Armour  
Name: William Armour  
Title: President

BW XV, LLC

By: William Armour  
Name: William Armour  
Title: President

BW X, LLC

By: William Armour  
Name: William Armour  
Title: President

BW XI, LLC

By: William Armour  
Name: William Armour  
Title: President

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

**GUARANTORS:**

**BW SUPPLIES NEVADA, LLC**

By: William Announ  
Name: William Announ  
Title: President

**BW ONLINE, LLC**

By: William Announ  
Name: William Announ  
Title: President

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

**TRADEMARK  
REEL: 006111 FRAME: 0725**

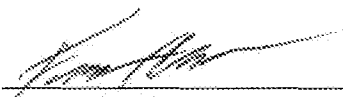
Address of Collateral Agent:

3636 Nobel Drive, Suite 401  
San Diego, CA 92122  
Attention: Frank Mora  
Email: frank@hcaplle.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 - Guarantors]

**TRADEMARK**  
**REEL: 006111 FRAME: 0726**



ANNEX A  
GUARANTORS

1. HUNTER VAUGHAN, LLC, a California limited liability company
2. BW XIV, LLC, a California limited liability company
3. BW SIMPLY MASSAGE, LLC, a California limited liability company
4. BW SUPPLIES, LLC, a California limited liability company
5. BW ACADEMY, LLC, a California limited liability company
6. BWDS, LLC, a California limited liability company
7. BW XV, LLC, a California limited liability company
8. BW X, LLC, a California limited liability company
9. BW XI, LLC, a California limited liability company
10. BW SUPPLIES NEVADA, LLC, a Nevada limited liability company
11. BW ONLINE, LLC, a California limited liability company

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

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

EXHIBIT B - IP SECURITY AGREEMENT

Patents

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

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
H2V	3,198,177	01/16/07