

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442066

<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>
FESTIV, LLC		09/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HUMAN MOVEMENT, INC.		
<b>Street Address:</b>	1111 SOUTH STREET		
<b>City:</b>	LOUISVILLE		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80027		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4677214	UGLY SWEATER RUN	
<b>Registration Number:</b>	4654943	UGLY SWEATER RUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	602-382-6000		
<b>Email:</b>	krigby@swlaw.com, enielsen@swlaw.com		
<b>Correspondent Name:</b>	SNELL & WILMER L.L.P. (Main)		
<b>Address Line 1:</b>	400 EAST VAN BUREN		
<b>Address Line 2:</b>	ONE ARIZONA CENTER		
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004-2202		
<b>NAME OF SUBMITTER:</b>	Eric Nielsen		
<b>SIGNATURE:</b>	/Eric Nielsen/		
<b>DATE SIGNED:</b>	09/06/2017		
<b>Total Attachments: 15</b>			
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# **SECURITY AGREEMENT**

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4815-4286-1898

**TRADEMARK**  
**REEL: 006148 FRAME: 0905**

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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT**, dated as of September 1, 2017 (the “**Agreement**”), is made by and between FESTIV, LLC a Delaware limited liability company (the “**Borrower**”) and HUMAN MOVEMENT, INC., a Delaware corporation (“**Lender**”).

### WITNESSETH:

**WHEREAS**, Lender and Borrower are parties to that certain Asset Purchase Agreement dated as of even date herewith (the “**Asset Purchase Agreement**”) pursuant to which Borrower has sold to Lender and Lender has purchased from Borrower the Purchased Assets (as defined in the Asset Purchase Agreement);

**WHEREAS**, Lender and Borrower have agreed that a portion of the purchase price for the Purchased Assets shall be paid through the issuance of a Promissory Note executed by the Borrower in favor of Lender in the principal amount of \$600,000.00 (the “**Loan**”) dated as of even date herewith (as may hereafter be amended or extended from time to time, the “**Note**”);

**WHEREAS**, as a condition precedent to agreeing to make the Loan, Lender has required and the Borrower has agreed for the Borrower to grant to Lender a security interest in the Purchased Assets, in order to secure the payment and performance of the Borrower’s obligations under the Note; and

**WHEREAS**, the Borrower now desires to secure the performance of its obligations to pay, duly and punctually, the principal of and interest on the Note and to perform, duly and punctually, all other obligations of the Borrower now or hereafter owing to Lender arising under the Note or this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and the Borrower, intending to be legally bound, hereby agree as follows:

### SECTION 1 DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” shall mean this Security Agreement, as amended, supplemented or otherwise modified from time to time.

“**Business Day**” shall mean a day other than a Saturday, Sunday or other day on which commercial banks in Denver, Colorado are authorized or required by law to close.

“**Collateral**” shall mean the Purchased Assets, which includes the assets described in the attached **Exhibit A**.

**“Contractual Obligation”** shall mean as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

**“Corporate Requirements”** shall mean as to any Person, its procedural requirements for approval of any action, including, without limitation, with respect to the approval or making of any loan hereunder, as set forth in the articles of incorporation and bylaws, articles of organization and operating agreement, or other organizational or governing documents of such Person, and such Person’s standard operating procedure.

**“Default”** shall mean any of the events specified in Section 5.1, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

**“Event of Default”** shall mean any of the events specified in Section 5.1, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

**“GAAP”** shall mean generally accepted accounting principles in the United States of America in effect from time to time.

**“Governmental Authority”** shall mean any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

**“Lien”** shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement of any kind or nature whatsoever.

**“Loan”** shall have the meaning set forth in the recitals.

**“Material Adverse Effect”** shall mean a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) or prospects of the Borrower or (b) the validity or enforceability of this Agreement or the Note or the rights or remedies of Lender hereunder or thereunder.

**“Note”** shall have the meaning set forth in the recitals.

**“Person”** shall mean an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

**“Requirement of Law”** as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Secured Obligations” is defined in Section 2.1.

“UCC” shall mean the Uniform Commercial Code as adopted and in effect in the State of Colorado, as amended.

1.2. Other Definitional Provisions.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Exhibit references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**SECTION 2**  
**SECURED OBLIGATIONS; COLLATERAL**

2.1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Note and the due and punctual performance of all other obligations under the Note and this Agreement, and all other indebtedness and obligations of the Borrower to Lender, whether now existing or hereinafter arising, however evidenced, absolute or contingent, including without limitation Borrower’s obligation to indemnify Lender for all Deferred Revenue and associated obligations set forth on Schedule 2.03(e) of the Asset Purchase Agreement, together with any and all renewals, extensions, replacements, substitutions, modifications, and changes in form of the foregoing obligations and reasonable attorneys’ fees if collected by or through an attorney-at-law (collectively, the “Secured Obligations”).

2.2. Granting of Security Interest in Collateral. As security for the payment and performance of all of the Secured Obligations, Lender shall have and the Borrower hereby grants to Lender a continuing security interest in and to the Collateral.

2.3. Other Documents. The Borrower shall execute and deliver, or shall cause to be executed and delivered, to Lender such UCC-1 financing statements and other instruments, agreements, assignments, notifications or other documents relating to the Collateral as Lender may from time to time request in order to evidence, perfect or continue the perfection of Lender’s Liens upon any of the Collateral.

2.4. Expenses Relating to Collateral. The Borrower shall pay Lender on demand an amount equal to any and all expenses, including legal fees, incurred or paid by Lender in connection with Lender’s insuring, maintaining, protecting, storing, safeguarding, or paying Liens with respect to any of the Collateral or otherwise discharging any duty or obligation of Lender with respect to any of the Collateral.

2.5. Rights to Collateral. Lender shall have no duty to collect, protect or preserve the underlying value of any Collateral or any income thereon. Lender may exercise its rights and remedies with respect to the Collateral without first resorting (and without regard) to any other security or other sources of payment or reimbursement for the Secured Obligations.

**SECTION 3**  
**REPRESENTATIONS AND WARRANTIES**

The Borrower hereby represents and warrants to Lender that:

3.1. Existence; Compliance with Law. The Borrower (a) is a duly organized limited liability company, validly existing and in good standing under the laws of Delaware, (b) has the limited liability company power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, and (c) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.2. Power; Authorization; Enforceable Obligations. The Borrower has the corporate power and authority, and the legal right, to make, deliver and perform the Note and this Agreement and has taken all necessary action to authorize the execution, delivery and performance of the Note and this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement. Each of the Note and this Agreement has been duly executed and delivered on behalf of the Borrower. Each of the Note and this Agreement constitutes a legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms.

3.3. No Legal Bar; Title to Collateral. The execution, delivery and performance of the Note and this Agreement will not violate any Requirement of Law or Contractual Obligation of the Borrower and will not result in, or require, the creation or imposition of any Lien (other than Liens in favor of Lender) on any of the Borrower's properties or revenues pursuant to any such Requirement of Law or Contractual Obligation. The Borrower has full and unencumbered title to the Collateral, and the security interest granted to Lender herein is a first priority security interest in and Lien on all rights, title and interest of the Borrower in and to the Collateral. No other Lien covering the Collateral is outstanding or on file in any public office.

3.4. No Material Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against the Borrower or against any of its properties or revenues (a) with respect to the Note, this Agreement or any of the transactions contemplated hereby, or (b) which could reasonably be expected to have a Material Adverse Effect.

3.5. Commercial Tort Claims. Borrower holds no interest in any commercial tort claim. If the Borrower shall at any time hold or acquire a commercial tort claim, which, if determined favorably, would result in a judgment in favor of the Borrower in excess of \$100,000, Borrower shall immediately notify Lender in writing of the details thereof, and in such writing the Borrower shall grant to Lender a security interest in such commercial tort claim and in the proceeds thereof, all upon the terms of this Agreement.

3.6. No Default. The Borrower is not in default under or with respect to any of its Contractual Obligations in any respect which could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

3.7. No Untrue Statement. No statement by the Borrower contained in this Agreement or the Note contains any untrue statement of a material fact.



## SECTION 4 COVENANTS

The Borrower hereby agrees that, so long as any of the Secured Obligations remains outstanding and unpaid or any other amount is owing to Lender, the Borrower shall:

4.1. Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower.

4.2. Compliance with Laws. Comply with all applicable laws regulations, orders of Governmental Authorities and obtain and comply in all material respects with, and maintain any and all licenses, approvals, notifications, registrations or permits required by applicable laws, regulations or orders.

4.3. Maintenance of Existence. Preserve, renew and keep in full force and effect its existence and take all reasonable action to maintain all its rights, privileges and franchises as necessary and desirable in the normal conduct of its business.

4.4. Maintenance of Property; Insurance. Keep all property necessary in its business in good working order and condition; maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or a similar business; and furnish to Lender, upon written request, full information as to the insurance carried.

4.5. No Additional Liens. Not grant or permit the imposition of any Lien on any of the Collateral (other than Liens in favor of Lender).

4.6. Notices. Promptly give notice to Lender of:

- (a) the occurrence of any Default or Event of Default; and
- (b) the occurrence of any event which causes any representation or warranty of the Borrower to be untrue or a breach of any covenant of the Borrower set forth in the Note or this Agreement; and
- (c) any material adverse change in the business, operations, property, condition (financial or otherwise) or prospects of the Borrower whole or any development or event which could reasonably be expected to have a Material Adverse Effect.

## SECTION 5 EVENTS OF DEFAULT; REMEDIES

5.1. Events of Default. Each of the following events or conditions shall constitute an "Event of Default" under this Agreement:

- (a) The occurrence or existence of a default or Event of Default (as defined in the Note) under the Note; or

(b) The Borrower shall fail to observe or perform any obligation, covenant, condition or term of this Agreement after having received five (5) days written notice of such nonperformance from Lender; or

(c) The Borrower shall default in the observance or performance under any other contract, indenture, promissory note or other agreement with or in favor of Lender, including, without limitation, the failure to pay any of the Secured Obligations when due and payable.

## 5.2. Rights to Collateral.

(a) From and after the date of the occurrence of any Event of Default, Lender may proceed immediately to (i) exercise any and all of Lender's rights, powers and privileges with respect to the Collateral, including, without limitation, the right to repossess or sell or otherwise dispose of the Collateral or any part thereof in such manner as Lender in its sole discretion may choose, provided that any such sale complies with the UCC, or (ii) exercise any other right or remedy available to Lender under the UCC or otherwise available by agreement, at law or in equity. All rights and remedies specified herein are cumulative and are in addition to such other rights and remedies as are available to Lender. The Borrower agrees, upon request by Lender, to assemble the Collateral at a location reasonably convenient to Lender and to make such Collateral available to Lender. The Borrower authorizes Lender upon the occurrence of an Event of Default to enter the premises where the Collateral is located and to take possession of and remove any such Collateral without further notice or demand and without institution of legal proceedings. Any requirement imposed by law for reasonable notification of any intended disposition of the Collateral shall be deemed reasonably and properly made if given in accordance with the provisions of Section 6.5 at least ten (10) days prior to any public sale of the Collateral or the time at which any private or other intended disposition of the Collateral is to be made; *provided, however*, no notice shall be required with respect to any Collateral which is perishable, threatens to decline speedily in value or is sold in or on a recognized market. The Borrower hereby authorizes Lender pursuant to the power-of-attorney granted in Section 5.2(b) to sign and execute in the name of the Borrower any intended transfer, conveyance or instrument in writing that may be necessary or desirable to effect any disposition of the Collateral. No disposition of any Collateral shall extinguish any of the Secured Obligations except to the extent that the net proceeds are applied thereto.

(b) The Borrower does hereby irrevocably make, constitute and appoint Lender and any of its officers or designees its true and lawful attorney-in-fact, with full power and authority to do any and all acts necessary or proper to carry out the intent of this Agreement including, without limitation, the right, power and authority (i) to enforce all rights of the Borrower under and pursuant to any agreements with respect to the Collateral, all for the sole benefit of Lender; (ii) to enter into and perform such arrangements as may be necessary in order to carry out the terms, covenants and conditions of this Agreement that are required to be observed or performed by the Borrower; (iii) to execute such other and further mortgages, pledges and assignments of the Collateral as Lender may reasonably require for the purpose of perfecting, protecting or maintaining the security interest granted to Lender by this Agreement; and (iv) to do any and all other things necessary or proper to carry out the intent of this Agreement. The Borrower hereby ratifies and confirms that such power-of-attorney is coupled with an interest, and is irrevocable until the Borrower has paid in full all of the Secured Obligations.

(c) Subsequent to the occurrence of any Event of Default and regardless of whether Lender makes any demand to or request of the Borrower, the Borrower agrees to hold in

trust for Lender any and all cash, checks, drafts, items, chattel paper and other instruments or writings for the payment of money that may be received by the Borrower in full or partial payment or otherwise as proceeds of any of the Collateral, in precisely the form received. The Borrower shall immediately upon request by Lender endorse, transfer and deliver any and all such payments to Lender for application against the Secured Obligations.

(d) The proceeds from the sale of or other realization on the Collateral pursuant to this Section 5.2 shall be applied as follows: (i) first, to the payment of all costs and expenses incurred by Lender in connection with such sale or other realization including, without limitation, attorneys' fees and all court costs, and to the repayment of all advances by Lender hereunder for the account of the Borrower and the payment of all costs and expenses paid or incurred by Lender in connection with this Agreement or in the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not have been previously paid to Lender upon its demand to the Borrower therefor; (ii) second, to the payment in full of the interest on the Note; (iii) third, to the payment in full of the principal on the Note; (iv) fourth, to Lender in payment in full of all of the remaining Secured Obligations of the Borrower; and (v) fifth, to the Borrower or as a court of competent jurisdiction may direct.

## **SECTION 6 MISCELLANEOUS**

6.1. Amendments and Waivers. Neither this Agreement nor any terms hereof may be amended, supplemented or modified except in an instrument executed by Lender and the Borrower in accordance with the provisions of this Section 6.1. Lender may, from time to time, waive, on such terms and conditions as Lender may specify in such instrument, any of the requirements of this Agreement or any Default or Event of Default and its consequences. Any such waiver, amendment, supplement or modification shall be binding upon the Borrower and Lender. In the case of any waiver, the Borrower and Lender shall be restored to their former position and rights hereunder and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

6.2. Costs and Expenses. The Borrower agrees to pay or reimburse Lender for all of Lender's reasonable, direct, actual out-of-pocket costs and expenses incurred in connection with (i) the negotiation, execution and delivery of this Agreement including, without limitation, the reasonable fees and disbursements of outside counsel to Lender; and (ii) the enforcement of any rights under this Agreement including, without limitation, the reasonable fees and disbursements of outside counsel to Lender.

6.3. Waiver of Jury Trial. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH BORROWER AND LENDER MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER, AND BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR

NULLIFY ITS EFFECT. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

6.4. Further Assurances. From and after the date hereof, upon the reasonable request of any party to this Agreement, the other parties shall execute, acknowledge and deliver, all such further agreements, instruments and assurances as may be necessary and appropriate to carry out the transactions contemplated by this Agreement.

6.5. Notices. Any notices or other communications required or permitted by this Agreement shall be deemed to have been given pursuant to the notice provision set forth in the Asset Purchase Agreement.

6.6. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

6.7. Survival of Representations and Warranties. All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement.

6.8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender.

6.9. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

6.11. Integration. This Agreement, the Note and the Asset Purchase Agreement represent the agreement of the Borrower and Lender with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6.12. Governing Law. This Note shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law

provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Colorado.

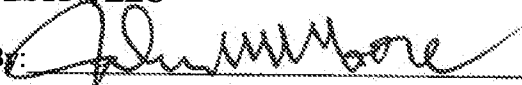
6.13. Jurisdiction. BORROWER AND LENDER IRREVOCABLY AGREE THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT BY THE OTHER PARTY OR ITS SUCCESSORS OR ASSIGNS SHALL BE BROUGHT AND DETERMINED IN ANY COLORADO STATE OR FEDERAL COURT SITTING IN THE CITY OF DENVER, COLORADO (OR, IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION, IN ANY APPROPRIATE COLORADO STATE OR FEDERAL COURT), AND EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS FOR ITSELF AND WITH RESPECT TO ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, WITH REGARD TO ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES AGREES NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING THERETO EXCEPT IN THE COURTS DESCRIBED ABOVE IN COLORADO, OTHER THAN ACTIONS IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE ANY JUDGMENT, DECREE OR AWARD RENDERED BY ANY SUCH COURT IN COLORADO AS DESCRIBED HEREIN. EACH OF THE PARTIES FURTHER AGREES THAT NOTICE AS PROVIDED HEREIN SHALL CONSTITUTE SUFFICIENT SERVICE OF PROCESS AND THE PARTIES FURTHER WAIVE ANY ARGUMENT THAT SUCH SERVICE IS INSUFFICIENT. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION OR AS A DEFENSE, COUNTERCLAIM OR OTHERWISE, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, (A) ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE COURTS IN COLORADO AS DESCRIBED HEREIN FOR ANY REASON, (B) THAT IT OR ITS PROPERTY IS EXEMPT OR IMMUNE FROM JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS COMMENCED IN SUCH COURTS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF JUDGMENT, EXECUTION OF JUDGMENT OR OTHERWISE) AND (C) THAT (I) THE SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT IS BROUGHT IN AN INCONVENIENT FORUM, (II) THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER OR (III) THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, MAY NOT BE ENFORCED IN OR BY SUCH COURTS.

*(Signature page follows)*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Security Agreement as of the date first above written.

**“BORROWER”:**

**FESTIV LLC**

By: 

Name: John Moore

Title: Manager

**“LENDER”:**

**HUMAN MOVEMENT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first above written.

**“BORROWER”:**

**FESTIV, LLC**

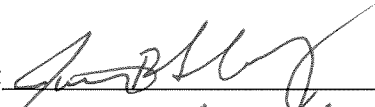
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“LENDER”:**

**HUMAN MOVEMENT, INC.**

By:  \_\_\_\_\_

Name: Justin Sibley

Title: CO

## EXHIBIT A

- a. All inventory, all proceeds and products thereof and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.
- b. All accounts and all proceeds thereof.
- c. All equipment and goods, all motor vehicles, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein.
- d. All general intangibles and all documentation and supporting information related thereto, all rents, profits and issues thereof, and all proceeds thereof.
- e. All of the following:
  - i. Any and all promissory notes and instruments payable to or owing to the Borrower or held by the Borrower;
  - ii. Any and all leases under which the Borrower is the lessor;
  - iii. Any and all chattel paper in favor of, owing to, or held by the Borrower, including, without limitation, any and all conditional sale contracts or other sales agreements, whether the Borrower is the original party or the assignee;
  - iv. Any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations; and
  - v. All amendments, modifications, renewals, extensions, replacements, additions, and accessions to the foregoing and all proceeds thereof.
- f. All deposit accounts, including without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.
- g. All investment property, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.
- h. All documents, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.
- i. All letter-of-credit rights, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.
- j. All supporting obligations, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.



k. Any and all right, title and interest that the Borrower may have, in, to and under the following:

i. any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

ii. any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

iii. any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, and all extensions and renewals thereof ("**Copyrights**");

iv. any and all trade secrets and other proprietary information ("**Trade Secrets**");

v. any and all internet domain names and addresses and social media accounts;

vi. any and all license and other agreements in which the Borrower has granted or is granted a license or other right under any Patent, Trademark, Copyright or Trade Secret, including amendments, modifications and replacements thereof;

vii. all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

viii. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

ix. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages..

l. All of the Borrower's right, title and interest in any partnership, joint venture, trust, limited liability company, corporation or any other legal entity.

m. All of the Borrower's right, title and interest to any payments, distributions, dividends, capital, profits or any other sums (whether in cash or property), now or in the future, of any nature whatsoever, including, but not limited to, any payments, distributions, dividends, capital, profits or any other sums (whether in cash or property).

n. All products and proceeds of the foregoing.

The Borrower and Lender acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower, regardless of when advances to Borrower are actually made or when the Collateral is created or acquired.