

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holden LLC		07/29/2013	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Maxwell Morgan, LLC		
Street Address:	11560 SW 67th Ave, Suite 200W		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97223		
Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4090454	HOLDEN	
Registration Number:	4088537	HOLDEN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	402-312-3331		
Email:	nhenderson@portlaw.com		
Correspondent Name:	Rex Hansen		
Address Line 1:	11560 SW 67th Ave, Suite 200W		
Address Line 4:	Portland, OREGON 97223		
NAME OF SUBMITTER:	Nicholas J. Henderson		
Signature:	/Nicholas J. Henderson/		
Date:	12/18/2013		

OP \$65.00 4090454

Total Attachments: 9

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TURNOVER AGREEMENT

This TURNOVER AGREEMENT ("Agreement"), dated July 29, 2013 (the "Effective Date"), is between HOLDEN LLC ("Holden"), MICHAEL LEBLANC ("LeBlanc"), BEN PRUESS ("Pruess"), SCOTT ZERGEHEL ("Zergebel") and MAXWELL MORGAN, LLC ("Lender"). This Agreement refers to Holden, LeBlanc, Pruess and Zergebel collectively as the "Borrowers." This Agreement refers to Holden, LeBlanc, Pruess, Zergebel and Lender each as a "Party" and collectively as the "Parties."

RECITALS

A. The Borrowers executed an Installment Promissory Note in the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "First Note") in favor of Lender, on or about June 18, 2012. Borrowers later executed an Installment Promissory Note in the amount of Three Hundred Thousand Dollars (\$300,000) (the "Second Note") in favor of Lender on or about August 27, 2012. The First Note and the Second Note were timely paid in full. Borrowers also executed a Security Agreement in favor of Lender on or about August 27, 2012 (the "Security Agreement") and against certain collateral (the "Collateral"). Lender's security interest in the Collateral was perfected on or about September 21, 2012, by the filing of a UCC-1 Financing Statement docketed by the Oregon Secretary of State as Lien No. 89309853 (the "UCC-1"). Borrowers later executed a Revolving Line of Credit Agreement dated November 30, 2012 (the "LOC Agreement"). The LOC Agreement and the Security Agreement are collectively referred to as the "Credit Documents."

B. The Borrowers hereby acknowledge and agree that they are liable to the Lender for all obligations under the Credit Documents, including, without limitation all fees, costs, expenses, and costs of collection (including reasonable attorneys' fees and expenses) heretofore or hereafter accruing and/or incurred by the Lender in connection with the Credit Documents, including, without limitation, all reasonable attorneys' fees and expenses incurred in connection with the negotiation and preparation of this Agreement and all documents, instruments, and agreements incidental hereto. The Borrowers acknowledge that the surrender of the Collateral does not constitute payment of the indebtedness.

C. As of June 20th, 2013, Borrowers were indebted to Lender under the Credit Documents, in the amount of Five Hundred Twenty-Eight Thousand Five Hundred Sixty-Three Dollars and Seventy Two Cents (\$528,563.72) (the "Indebtedness"), and Borrowers have defaulted on their performance of the obligations under the Credit Documents by failing to make payments timely (the "Defaults").

D. The Parties desire to enter into this Agreement on the terms and conditions contained herein.

AGREEMENT

ACCORDINGLY, in consideration of the premises, covenants, representations, and warranties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. DEFINITIONS. As used in this Agreement, the following words and terms have the following meanings:

- (a) "Amend" means amend, extend, modify, alter, toll, or change in any way.
- (b) "Claims" means all claims, actions, causes of action, suits, lawsuits, proceedings, controversies, demands, disputes, or any other type action, whether at law or in equity, seeking any type of Damages.

(c) "Damages" means all damages (including compensatory and punitive damages and damages for lost income and profits), injuries, losses, liabilities, costs, and expenses (including attorneys' fees and related legal fees, costs, and expenses), relief, and remedies, whether legal or equitable in nature, whether based in contract, tort, or otherwise, and whether arising under common law or statute.

(d) "Other Default" means any default, event of default, breach, or violation of or under any of the Credit Documents other than the Defaults, whether existing before, on, or after the Effective Date.

(f) "Rights" means any right, power, privilege, or remedy to which either party may be entitled under any of the Credit Documents, whether at law, in equity, or otherwise.

2. TURNOVER OF ASSETS. Borrowers agree to transfer all of each Borrower's right, title and interest, if any, in Holden's tangible and intangible assets, including all intellectual property listed on Exhibit A (collectively, the "Assets") to Lender (or its assignee) as follows.

(a) The Lender has informed the Borrowers, that Lender may attempt to sell or lease assets of Holden, and has requested that the Borrowers consent to the same. The Borrowers agree as follows:

(i) The Borrowers hereby acknowledges and agrees that the Lender holds a perfected, first priority security interest in Holden's assets, and all of the Holden's rights thereunder, including, without limitation, all rights to payment thereunder. In that regard, the Holden acknowledges and agrees that all payments under any sale or lease will be directed to the Lender, and upon receipt by the Lender, will be applied in reduction of the Obligations in a manner determined by the Lender in its sole and exclusive discretion. In the event that notwithstanding the foregoing, a Holden receives, or otherwise obtains or comes into the possession of, any payments from a sale or lease, then such Borrowers shall hold such payments or proceeds in trust for Holden, and shall immediately remit the same to the Lender in accordance with the instructions set out by the Lender, with any necessary endorsements thereon.

(ii) The Borrowers covenants and agrees that they will not, and will not cause or encourage any other party to, cancel, revoke, terminate, rescind, or abandon any sale or lease, or to amend, modify, waive, or otherwise change any of the terms and conditions of any sale or lease, or consent to any of the foregoing, in any manner, without the prior written consent of the Lender.

(iii) The Borrowers shall use their commercially reasonable best efforts to assist Lender on any sale or lease.

(iv) The Borrowers covenants and agrees to cooperate fully with the Lender to provide Lender with all such documents, instruments, agreements, and waivers as such Lender may reasonably request, in connection with any sale or lease, and to otherwise fully comply with all obligations they have to complete any sale or lease.

(v) Borrowers will deliver possession of the Assets as directed by Lender. As applicable, all keys and certificates of title to the Assets shall be delivered to Lender within thirty (30) days of the execution of this Agreement.

(b) At Lender's request, Borrowers shall execute and deliver any and all documents reasonably necessary to effectuate the transfer of the Assets to Lender.

(c) Borrowers agree that: (i) Holden is the owner of the Assets with full authority to transfer to Lender, in accordance with this Agreement; (ii) subject to the terms contained herein, the transfer of the Assets under this Agreement is an absolute conveyance from Holden to Lender of all of the right, title and interest in and to the Assets in effect as well as in form, and is not intended as security for the payment or repayment of any indebtedness; and (iii) Lender shall not be responsible or liable for any income tax

consequences to Borrowers or to any other person or entity that may arise from the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby.

3. "Forbearance" In consideration of the Borrowers performance in accordance with this Agreement, the Lender shall forbear from enforcing the Lender's rights and remedies under the Credit Documents and/or applicable law against, LeBlanc, Pruess and Zergebel, as provided in Forbearance Agreement Dated July 10th, 2013.

Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by the Lender of any default or event of default (including, without limitation, the Existing Defaults) under the Credit Documents, whether now existing or hereafter arising, nor a waiver by the Lender of any of its claims, rights, and/or remedies with respect to any of the Company or any other third party under the Transaction Documents, applicable law, or otherwise. This Agreement shall only constitute an agreement by the Lender to forbear from enforcing its rights and remedies upon the terms and conditions set forth herein.

4. TERMINATION. The Borrowers shall be in default of this Agreement if:

- (a) Borrowers fail to perform any material term or condition of this Agreement; or
- (b) any of the representations and warranties of Borrowers in this Agreement shall be materially incorrect, inaccurate, false, or misleading.

The Lender shall be in default of this Agreement if:

- (i) Lender fails to perform any material term or condition of this Agreement; or
- (ii) any of the representations and warranties of Lender in this Agreement shall be materially incorrect, inaccurate, false or misleading.

If any of the foregoing Borrower defaults occur, Lender shall provide notice to each of the Borrowers regarding the default and potential termination of this Agreement. Borrowers shall have thirty (30) days from the date notice is sent to cure the default. Failure to cure shall automatically terminate this Agreement. Upon such termination of this Agreement, Lender will be entitled to exercise or enforce all Rights or assert any Damages under this Agreement.

If any of the foregoing Lender defaults occur, LeBlanc, Pruess and Zergebel shall (collectively) provide notice to Lender regarding the default. Lender shall have thirty (30) days from the date notice is sent to cure the default. Failure to cure shall suspend all of Borrowers' obligations to make payments under this Agreement or the Loan Documents, and shall also suspend the accrual of interest under this Agreement or the Loan Documents. Suspension of said payment obligations and accrual of interest shall continue until the default is cured by the Lender..

5. REPRESENTATIONS AND WARRANTIES.

(a) Borrowers affirm and restate their representations and warranties in the Credit Documents by reference as if fully recited in this Agreement. Without limiting the generality of the preceding sentence, and in addition to the representations and warranties in the preceding sentence, Borrowers represent and warrant to Lender as follows: (a) Borrowers have full power and authority to enter into this Agreement and perform Borrowers' obligations under this Agreement; (b) Borrowers have taken all appropriate and required action to authorize the execution, delivery, and performance of this Agreement; (c) this Agreement is a legally binding Agreement, which is enforceable against Borrowers according to its terms; (d) Borrowers have not entered into, nor are Borrowers bound by, any agreement, understanding or restriction with any third party that in any way limits, restricts, or would prevent

Borrowers' performance under this Agreement; and (e) neither the execution of, nor the performance of Borrowers' obligations under this Agreement will result in, or constitute a breach of, any term or condition of any other agreement, instrument, arrangement, or understanding between Borrowers and any third party, or constitute (or, with notice or lapse of time, or both, would constitute) a default, breach, or violation of any such agreement, instrument, arrangement, or understanding, or which would accelerate the maturity of any duty or obligation of Borrowers under any such agreement, instrument, arrangement, or understanding.

(b) Lender represents and warrants to Borrowers as follows: (a) Lender has full power and authority to enter into this Agreement and perform its obligations under this Agreement; (b) Lender has taken all appropriate and required action to authorize the execution, delivery, and performance of this Agreement; (c) this Agreement is a legally binding Agreement, which is enforceable against Lender according to its terms; (d) Lender has not entered into, nor is Lender bound by, any agreement, understanding or restriction with any third party that in any way limits, restricts, or would prevent its performance under this Agreement; and (e) neither the execution of, nor the performance of Lender's obligations under this Agreement will result in, or constitute a breach of, any term or condition of any other agreement, instrument, arrangement, or understanding between Lender and any third party, or constitute (or, with notice or lapse of time, or both, would constitute) a default, breach, or violation of any such agreement, instrument, arrangement, or understanding, or which would accelerate the maturity of any duty or obligation of Lender under any such agreement, instrument, arrangement, or understanding.

6. EFFECT OF AGREEMENT. Except as otherwise provided herein, this Agreement does not Amend the Credit Documents in any way and the Credit Documents remain in full force and effect as written.

7. MISCELLANEOUS.

(a) Construction of Agreement. The Parties have jointly drafted this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either Party.

(b) Access to Counsel. The Parties acknowledge that they have had full opportunity to review this Agreement and have had access to counsel of their choice to the extent they deem necessary in order to interpret the legal effect of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts and delivered in person or by facsimile/teletype, email or other electronic transmission, but all such executed counterparts will constitute one and the same document.

(d) Binding Effect. This Agreement will be binding only when signed by all of the Parties. Upon such execution, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, and personal representatives.

(e) Notice. Any notice required or permitted to be given under this Agreement will be validly delivered and given only: (i) if personally delivered, when actually received by the Party to which notice is being given, (ii) if sent by overnight mail (e.g., Fed Ex, DHL or UPS), when the Party to which notice is being given accepts or refuses delivery; and (iii) properly addressed to the Party to which notice is being given as follows:

TO LENDER: Maxwell Morgan, LLC
11560 SW 67th Ave, Suite 200W
Portland, OR 97223
Attn: Rex Hansen

TO BORROWERS:

Hoiden LLC
1300 Factory Place, Suite 306
Los Angeles, CA 90013

Michael LeBlanc
648 California Avenue
Venice, CA 90291

Ben Pruess
1300 Factory Place, Suite 306
Los Angeles, CA 90013

Scott Zergebel
1300 Factory Place, Suite 306
Los Angeles, CA 90013

with a simultaneous copy to:
Paul Loving, Attorney
The Consul Group, 5055 North Greeley Avenue
Portland, Oregon 97217

Any Party may change its address for notice purposes by giving notice to the other Party as provided in this Agreement.

(f) Interpretation. As used in this Agreement, the words "include" or "including" mean include or including without limiting the generality of any description or word preceding such words; the words "shall" and "will" are imperative in meaning and intent; and the word "may" is permissive in meaning and intent.

(g) Survival. Sections 1, 4, 5, 6, and 7 shall survive termination of this Agreement and will not be terminated, discharged, or dissolved for any reason.

(h) Modifications. No amendment, modification, or termination of this Agreement will be deemed valid unless in writing and signed by both Parties.

(i) Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement. Any waiver of any provision of this Agreement must be in writing and signed by the Party against which the waiver is sought. The failure of either Party to enforce or insist upon any provision of this Agreement on any occasion shall not be a waiver of the right of such Party to enforce or insist upon such provision on any future occasion.

(j) Savings Clause. If an arbitrator or a court of competent jurisdiction should declare any provision of this Agreement to be unenforceable or void, such declaration will not invalidate this Agreement as a whole.

(k) Captions. The captions or section headings in this Agreement are for convenience only and shall not be construed as part of this Agreement or otherwise construed as defining, limiting, or affecting the scope or intent of the provisions of this Agreement.

(l) Law. This Agreement will be governed, construed, and enforced under Oregon law. The parties hereby agree and consent to the exclusive jurisdiction and venue of any state or federal court located in Portland, Oregon.

(m) Entire Agreement. This Agreement and the Credit Documents are the entire understandings and agreements of the Parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous oral and written understandings and agreements relating to the subject matter of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

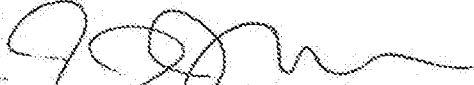
[SIGNATURE PAGE TO TURNOVER AGREEMENT]


IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement on the Effective Date.

MAXWELL MORGAN, LLC


By: _____
Name: _____
Title: _____

HOLDEN, LLC


By: _____
Name: Michael LeBlanc
Title: manager member


By: _____
Michael LeBlanc

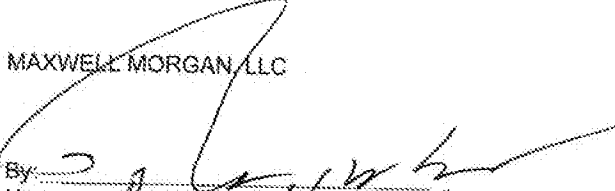

By: _____
Ben Pruess


By: _____
Scott Zergebel

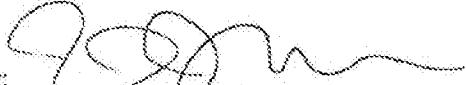
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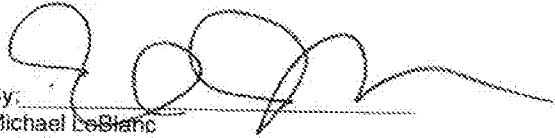
IN WITNESS OF THIS AGREEMENT, the Parties have executed this Agreement on the Effective Date.

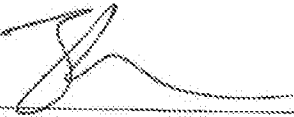
MAXWELL MORGAN, LLC


By: 
Name: Robert L. Hansen
Title: Managing Director

HOLDEN, LLC

By: 
Name: Michael LeBlanc
Title: manager member

By: 
Michael LeBlanc

By: 
Ben Pruess

By: 
Scott Zergebel

**EXHIBIT A
LIST OF ASSETS**

- all assets reflected on any of Borrowers balance sheets including all cash, accounts receivable, inventory and accrued expenses reflected thereon.
- Good and marketable fee simple title in and to any items of Real Property
- All of Borrowers rights and interest in and to each of any leases all fixtures located at any Premises
- all of Borrowers rights and interests related to Holden and all tangible property (including equipment and machinery) and physical facilities used in connection with the operation of Holden
- all of Borrowers rights and interests in and to any Contracts related to Holden
- all of Borrowers raw materials, supplies, work in progress, finished goods and other inventory related to Holden
- all of Borrowers Books and Records related to Holden;
- all of Borrowers office equipment (including furniture, computer equipment and software) related to Holden
- all of Borrowers goodwill related to Holden;
- all of Borrowers rights and interest in and to any Intellectual Property and other intangible property related to Holden, including, but not limited to the rights to Borrowers names and the Intellectual Property
- all Licenses related to Holden
- the going concern value of Holden
- all of Borrowers rights and interest pertaining to counterclaims, set-offs or defenses Borrowers may have with respect to the Business
- To the extent that any Assets are intended to be transferred to Lender pursuant to the general language of this Agreement but are not listed, the general language of shall be controlling and such Assets nonetheless shall be transferred to Lender for all purposes.