

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scottish American Capital, LLC		01/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oak Street Funding, LLC		
Street Address:	11350 N. Meridian Street		
Internal Address:	Suite 600		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4831427	SCOTTISH AMERICAN	
Registration Number:	4831425	SCOTTISH AMERICAN	
Serial Number:	86554848	SCOTTISH AMERICAN	
Serial Number:	86554832	SCOTTISH AMERICAN	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	3172386304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	07/29/2016		
Total Attachments: 3			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of December ~~15~~³¹, 2015, by **SCOTTISH AMERICAN CAPITAL, LLC** with a mailing address of 17822 E. 17th Street, Tustin, California 92780 (the "Grantor"), in favor of **OAK STREET FUNDING LLC**, an Indiana limited liability company with a mailing address of 11350 N. Meridian Street, Suite 600, Carmel, Indiana 46032, and its successors and assigns ("Oak Street").

RECITALS

A. Grantor and Oak Street have entered into that certain Amended and Restated Credit Agreement dated as of December ~~31~~³¹, 2015 and Credit Agreement dated as of December ~~31~~³¹, 2015 (as amended and in effect from time to time, collectively, the "Credit Agreements"), pursuant to which Oak Street, subject to the terms and conditions contained therein, is to continue to extend credit to Grantor; and

B. Grantor executed and delivered to Oak Street an Amended and Restated Security Agreement dated as of December ~~31~~³¹, 2015 (such Amended and Restated Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Security Agreement") pursuant to which certain obligations of Grantor owed to Oak Street are secured.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Oak Street a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor as identified in the Security Agreement.

In consideration of the mutual agreements set forth herein, the Grantor does hereby grant to Oak Street a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark application and trademark registration, including, without limitation, each trademark, trademark application and trademark registration referred to in Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Oak Street pursuant to the Security Agreement and subject to limitations set forth therein, and this Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of Oak Street with the U.S. Patent and Trademark Office. The Grantor hereby acknowledges and affirms that the rights and remedies of Oak Street with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by

110601 and 108822

KD_Trademark Security Agreement (Oak Street Funding - Scottish American Capital)

TRADEMARK

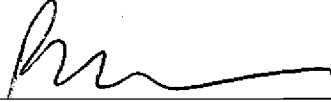
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reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

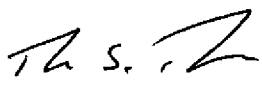
DEBTOR:

SCOTTISH AMERICAN CAPITAL, LLC

By: 
Paul Thomson, its Chief Executive Officer

Accepted:

OAK STREET FUNDING LLC

By: 
Richard S. Dennen, President

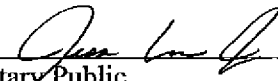
STATE OF Texas

COUNTY OF Dallas

Before me, a Notary Public in and for said County and State, personally appeared Paul Thomson, the Chief Executive Officer of Scottish American Capital, LLC, a Delaware limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing Security Agreement for and on behalf of such entity as Debtor's authorized act and deed and stated that all representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 29 day of ~~December~~, ^{January 2016} 2015.




Notary Public

Jesse Luna
Notary Public (Printed)

My Commission Expires:

Sept. 20, 2019

My County of Residence:

Dallas

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Serial #	Registration #	Mark	Owner
86/554,826	4,831,427	SCOTTISH AMERICAN	Scottish American Capital, LLC
86/554,818	4,831,425	SCOTTISH AMERICAN	Scottish American Capital, LLC
86/554,848		SCOTTISH AMERICAN	Scottish American Capital, LLC
86/554,832		SCOTTISH AMERICAN	Scottish American Capital, LLC