

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Museum Tour, Inc.		12/22/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Stephen G. Fossler		
Street Address:	2505 Anthem Village Drive		
Internal Address:	Suite E-1		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89052		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2807387	WONDERMAZE	
Registration Number:	2058385	MUSEUM TOUR	
CORRESPONDENCE DATA			
Fax Number:	3039575583		
<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:	303-295-8552		
Email:	docket@hollandhart.com		
Correspondent Name:	Mark Langer		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	83123.0002		
NAME OF SUBMITTER:	Mark Langer		
SIGNATURE:	/Mark Langer/		
DATE SIGNED:	01/04/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of December 22, 2016 is made by MUSEUM TOUR, INC., a Nevada corporation (the “**Borrower**”) in favor of STEPHEN G. FOSSLER (the “**Secured Party**”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Borrower has borrowed money from the Secured Party pursuant to the Notes;

WHEREAS, as security for repayment of the Notes, the Borrower has entered into that certain Security Agreement, dated as of December 22, 2016 with the Secured Party (the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Grant of Security. The Borrower hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Borrower in, to and under (i) the trademark registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”); (ii) all rights to the payment of money accruing under the Trademarks; and (iii) all other rights related to the Trademarks contained in the Collateral (collectively, the “**Trademark Collateral**”).

2. Recordation. The Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Security Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Notes, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will bind and inure to the benefit of Borrower and the Secured Party, its legal representatives, successors and assigns.

6. Governing Law. The parties agree that Nevada law shall govern the terms, interpretation, and enforcement of this Trademark Security Agreement. The parties also agree that: (i) any action, suit, or other proceeding brought relating to the terms, interpretation, or enforcement of this Agreement shall be brought exclusively in any state or federal court located in Clark County, Nevada; (ii) this venue provision is mandatory; and (iii) they irrevocably submit to the jurisdiction of the above-referenced courts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

MUSEUM TOUR, INC.

By: Steph G Fossler
Name: STEPHEN FOSSLER
Title: President

Address for Notices: 18101 SW Boones Ferry
Road, Suite 200, Portland, OR 97224

AGREED TO AND ACCEPTED:

STEPHEN G. FOSSLER,

as the Secured Party

By: Steph G Fossler
Address for Notices: 2505 Anthem Village
Drive, Suite E-1, Henderson, NV 89052

SCHEDULE 1

TRADEMARK REGISTRATIONS

Title	App. No. / Date	Reg. No. / Date
WONDERMAZE	78057541	2807387
	4/9/2001	1/20/2004
MUSEUM TOUR	75025357	2058385
	11/29/1995	4/29/1997