

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

08/14/2014
 900298417

ETAS ID: TM314090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United LC Capital LLC		08/13/2014	LIMITED LIABILITY LIMITED PARTNERSHIP: CALIFORNIA

COMPANY

RECEIVING PARTY DATA

Name:	Softree, Inc.
Street Address:	30 Executive Park, Suite 220
Internal Address:	Attention: Bennett Koo
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86045811	LOVE CULTURE
Serial Number:	86046409	
Serial Number:	86046678	
Registration Number:	3633316	LOVE CULTURE
Registration Number:	4536544	LOVE CULTURE
Registration Number:	4536553	LOVECULTURE
Registration Number:	4510351	LOVE CULTURE PLUS+
Registration Number:	4511761	BOUTIQUE CULTURE

OP \$215.00 86045811

CORRESPONDENCE DATA

Fax Number: 4242393228
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: 424-239-3859
Email: NLamell@BlankRome.com
Correspondent Name: Nancy Benveniste Lamell
Address Line 1: 2029 Century Park East, Suite 600
Address Line 2: Blank Rome LLP
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	143708-00101
NAME OF SUBMITTER:	Nancy Benveniste Lamell
SIGNATURE:	/Nancy B. Lamell/
DATE SIGNED:	08/14/2014
Total Attachments: 4 source=TM Sec Assign Softree#page1.tif source=TM Sec Assign Softree#page2.tif source=TM Sec Assign Softree#page3.tif source=TM Sec Assign Softree#page4.tif	

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this 13th day of August, by **UNITED LC CAPITAL LLC**, a California limited liability company ("Grantor"), with an address at 3530 Wilshire Boulevard, Suite 695, Los Angeles, CA 90010, in favor of **SOFTREE, INC.**, a California corporation with an address at 30 Executive Park, Suite 220, Irvine, CA 92614 ("Lender");

WITNESSETH

WHEREAS, Grantor and Lender are parties to a certain Intellectual Property Security Agreement dated as of August 13, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Lender, Grantor has assigned, pledged and granted to Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Lender a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties thereto to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Loan Document, to secure the prompt payment and performance of all Obligations to Lender, Grantor hereby assigns, pledges and grants to Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Lender that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule I to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

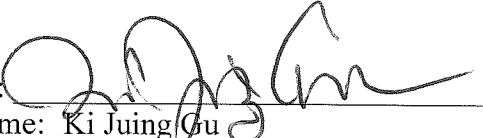
3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

UNITED LC CAPITAL LLC

By: 
Name: Ki Juing Gu
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

SOFTREE, INC., as Lender

By: 
Name: Bennett Koo
Title: Chief Executive Officer

[Signature Page to IP Security Agreement – Supplement Dated August 13, 2014]

SCHEDULE I TO SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered U.S. Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LOVE CULTURE	3633316	06/02/2009
LOVE CULTURE	4536544	05/27/2014
LOVE CULTURE + design (splatter fleur-de-lis)	4536553	05/27/2014
LOVE CULTURE PLUS +	4510351	04/08/2014
BOUTIQUE CULTURE	4511761	04/08/2014

U.S. Trademark Applications Pending

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
LOVE CULTURE + design (fleur-de-lis)	86045811	08/22/2013
[Fleur-de-lis design only]	86046409	08/23/2013
[Splatter fleur-de-lis design only]	86046678	08/23/2013