

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPORTLA, LLC		11/05/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles Avenue, 7th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4626222	APEX	
Registration Number:	4608856	DRIFTER	
Registration Number:	4602388	PRIME	
Registration Number:	3508008	COMFORT SOUL	
Registration Number:	4201638	DIABLO	
Registration Number:	3922939	ENVY	
Registration Number:	4198473	FRICTION	
Registration Number:	4282817	HUMMINGBIRD	
Registration Number:	4309134	RAGE	
Registration Number:	4183007	STORM	
Registration Number:	3408107	TAT SOUL	
Registration Number:	4384734	TAT SOUL	
Registration Number:	4354794	TAT SOUL	
Registration Number:	4358716	TAT SOUL	
Registration Number:	4362000	TAT SOUL	
Registration Number:	4347498	TAT SOUL	
Registration Number:	4202357	VALOR	
Registration Number:	3922940	WRATH	
Registration Number:	4345806	PRIDE	
TRADEMARK			

CH \$665.00 4626222

Property Type	Number	Word Mark
Registration Number:	4439067	VORTEX
Registration Number:	4478277	ERGO FORM
Registration Number:	4473333	FORTE
Registration Number:	4305333	COMFORT GROOM
Registration Number:	4559875	HEMI-LOCK
Serial Number:	86757539	NEXUS
Registration Number:	4810300	VANGUARD

CORRESPONDENCE DATA

Fax Number: 2138915788
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: 213-891-5935
Email: hpanneck@buchalter.com
Correspondent Name: Helen Panneck
Address Line 1: 1000 Wilshire Blvd., Ste. 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	E0717-0016
NAME OF SUBMITTER:	Helen Panneck
SIGNATURE:	/Helen Panneck/
DATE SIGNED:	11/05/2015

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of November 5, 2015, is entered into by and among IMPORTLA, LLC, a California limited liability company, IMPORTLA, INC., a Delaware corporation (each a "Grantor", and collectively, "Grantors"), and EAST WEST BANK, a California banking corporation ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantors and Secured Party are parties to a Loan and Security Agreement dated as of the date of this Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party has provided or will provide revolving and term credit facilities to Grantors.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantors enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of each Grantors' intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantors the revolving and term credit facilities and other Credit Extensions contemplated thereunder, Grantors hereby agree as follows:

1. Grant of Security Interest. To secure the timely payment and performance of all Obligations of Grantors to Secured Party under the Loan Agreement, each Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of each Grantor's right, title and interest in, to and under any Grantor's intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future copyrights that are registered in the copyright office of any applicable jurisdiction and registrations for all copyrights, including, without limitation, the registered copyrights, computer programs and other rights subject to copyright protection listed in Exhibit A attached hereto, and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to any Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, computer programs and other rights subject to (or capable of becoming subject to) copyright protection which are not registered in the copyright office of any jurisdiction (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to any Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining

thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to any Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, but not limited to, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (i) All trademark and service mark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of any Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (j) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (k) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (l) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (m) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

Notwithstanding anything contrary in any Loan Documents, for purposes, hereof, the term "Intellectual Property Collateral" shall not include the following (collectively, the "Excluded Property"): (i) "intent-to-use" Trademarks (or Trademark applications) to the extent that the grant of a security interest therein would negate the enforceability of such intent-to-use Trademark (or Trademark application) under applicable federal law or (ii) any item of Intellectual Property Collateral that is now or hereafter held by any Grantor that is subject to a purchase money Lien or a capital lease permitted by the Loan Agreement, but only to the extent that such item of Intellectual Property Collateral (or any agreement evidencing such item of Intellectual Property Collateral) contains a term or is subject to a law, statute or regulation that

prohibits the creation, attachment or perfection of the security interest granted herein by a Person (other than the Grantors), and any such prohibition is effective and enforceable under applicable law, provided such items shall constitute Intellectual Property Collateral to the extent permitted under Sections 9-406, 9-407, 9-408 or 9-409 of the applicable UCC; provided, however, that (x) Excluded Property shall not include any proceeds of any such Intellectual Property Collateral and (y) any such Intellectual Property Collateral that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the Debtors obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise) shall no longer be Excluded Property.

2. Recordation. Grantors authorize and request any and all applicable government officials that maintain intellectual property registries to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantors hereby authorize Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which any Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

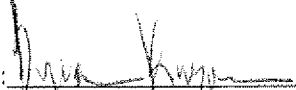
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
respective duly authorized officers as of the date first above written.

GRANTORS:

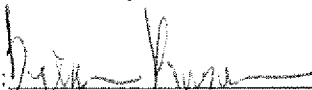
IMPORTLA, LLC,
a California limited liability company

By:  _____

Name: Brian E. Kinsman

Title: Co-Chairman

IMPORTLA, INC.,
a Delaware corporation

By:  _____

Name: Brian E. Kinsman

Title: Co-Chairman

SECURED PARTY:

EAST WEST BANK,
a California banking corporation


By: 
Name: Allen Ameri
Title: Managing Director, Capital Markets

EXHIBIT A

Copyrights

None

Exhibit A

BN 19387177v3

TRADEMARK
REEL: 005662 FRAME: 0475

EXHIBIT B

Patents

<u>Registration or Application Number</u>	<u>Publication Number</u>	<u>Registration or Application Date</u>	<u>Title</u>	<u>Jurisdiction</u>
201330166293.7	CN 30266488 S	5/9/2013	Storm Gen 2 Shock A Tattoo Machine	China
201420321266.1	CN 204121171 U	6/16/2014	Gen2 Reno Rest Armrest Apparatus	China
201430130605.30	CN 302996442 S	5/14/2014	Valor Magnet Runner	China
200730149942.7	CN 300792112D	7/3/2007	Tattoo Chair	China
200720195884.6	CN 201119969Y	10/31/2007	A kind of Tattoo Chair	China
200820132403.1	CN 201248749Y	8/12/2008	Magnum Needle A kind of Tattoo Needle	China
200920160049.8	CN201412642Y	6/16/2009	A kind of pedestal (Retrofit Base Kit)	China
200930266523.0	CN 301480489 S	11/10/2009	270 chair	China
200930383549.3	CN301314170S	12/17/2009	A kind of tattoo chair (Portable and Transformable)	China
200920352382.9	CN 201571744 U	12/24/2009	A kind of Portable and Transformable Tattoo Chair	China
201120154899.4	CN 202086945 U	12/28/2011	Gen1 Reno Rest	China
201230158547.6	CN 302167354 S	5/16/2011	A Kind of Bracket for Tattoo-making	China
201230406569.X	CN 302375223 S	8/27/2012	Tattoo Grip	China

Exhibit B

201220490011.9	CN 202859910 U	9/24/2012	Tattoo Machine	China
201230239017.4	CN 302201456 S	6/11/2012	Tattoo Cart	China
201230209356.8	CN 302094543 S	5/30/2012	A Tattoo Machine	China
201330500159.6	CN 302831187 S	10/23/2013	Tattoo Machine (Valor)	China
201330601450.2	CN 302831209 S	12/5/2013	Super Mag Tube / Tattoo Grip (Mag)	China
201330628316.1	CN 302846341 S	12/17/2013	Support Cushion (Reno rest gen2)	China
App: 12/739,882 Patent No. 8864233 PCT/CN2008/001636	US8864233 B2	Filing Date: 07/25/2011 Issue Date: 10/21/2014	A Tattoo Chair	USA
App S/N 29/425,317 Patent No. D737,972	USD737972 S1	Filing Date: 6/21/2012 Issue Date: 09/01/2015	Tattoo Tube Grip	USA
App S/N: 29/429,974 Patent No. D739,019	USD739019 S1	Filing Date: 8/20/2012 Issue Date: 9/15/2015	Tattoo machine tube	USA
App S/N: 29/464,011 Patent No. D727,078	USD727,078 S	Filing Date: 8/12/2013 Issue Date: 4/21/2015	Arm rest cushion	USA
App S/N: 14/198,572	[Patent Pending]	3/6/2014	Gen2 Reno Rest	USA
App S/N: 29/458,224 Patent No. D714,439	USD714,439 S	Filing Date: 6/17/2013 Issue Date: 9/30/2014	Tattoo machine	USA
App S/N: 29/462,534 Patent No: D722,692	USD722,692 S	Filing Date: 8/5/2013 Issue Date: 2/17/2015	Tattoo machine	USA

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App S/N: 14/144,529	[Patent Pending]	12/31/2013	Spring Tensioner for Tattoo Machine Needle	USA
App S/N: 14/160069	US 20150202420	Filing Date: 01/21/2014	Tattoo Machine	USA
App S/N: 29/493,508	[Patent Pending]	6/10/2014	Leg Apron	USA
App. S/N: 14/457,022	[Patent Pending]	8/11/2014	Leg Apron	USA
App S/N 13/518,149 Patent No. 8891913	US8991913 B2	Filing Date: 10/02/2012 Issue Date: 03/31/2015	Transformable Tattoo Chair	USA
App S/N: D/497,635 Patent No. D722,778	USD722,778	Filing Date: 7/25/2014 Issue Date: 2/24/2015	Pedicure Chair	USA
App S/N 14/538,316	[Patent Pending]	9/12/2014	Tattoo Needle Tube and Grip Adapter	USA
App S/N 29/321,187 Patent No: D609,483	US D609483 S1	Filing date: 7/11/2008 Issue Date: 2/9/2010	Adjustable tattoo client chair	USA
App S/N: 14/477,919	US20140375091 A1	Filing Date: 09/05/2014 Issue Date: 12/25/2014	Tattoo Chair	USA
App S/N 29/409,831 Patent No. US D683,513	USD683513 S1	Filing Date: 12/29/2011 Issue Date: 05/28/2013	Tattoo Utility Cart	USA
App S/N 29/429,975 Patent No. D677,224	USD677224 S1	Filing Date: 3/25/2013 Issue Date: 3/5/2013	Power Supply	USA

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App S/N: 29/427,698 Patent No. D702,344	USD702,344 S1	Filing Date: July 20, 2012 Issue Date: 4/8/2014	Tattoo Machine	USA
App S/N: 29/437,639 Patent No. D691,263	USD691263 S1	Filing Date: 11/19/2012 Issue Date: 10/8/2013	Tattoo Machine Round Tip	USA
App S/N: 29/437,641 Patent No. D686,728	USD686728 S1	7/23/2013	Tattoo machine diamond tip	USA
App S/N: 29/439,820 Patent No. D711,534	US D711,534 S	Issue Date: 8/19/2014	Tattoo machine	USA
App S/N: 29/526,325	[Patent Pending]	Filing Date: 05/08/2015	Tattoo Tube	USA
App S/N: 12/739,882 Patent No. 8,864,233	US8864233 B2	Filing Date: 9/22/2008 Issue Date: 10/21/2014	Tattoo chair	USA
14185152.7	EP2896427 (A1)	Filing Date: 9/17/2014 Issue Date: 7/22/2015	Tattoo machine	Europe
14169746.6	EP2915510 (A1)	Filing Date: 5/23/2014 Issue Date: 9/9/2015	Armrest Apparatus	Europe
001626714-0001	N/A	1/19/2010	Adjustable Tattoo Chair	Europe

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002094169-0001 002094169-0002 002094169-0003 002094169-0004 002094169-0005 002094169-0006	N/A	Filing Date: 08/29/2012 Issue Date: 11/13/2012	Tattoo Tube Grip and Tube, Tattoo	Europe
002206102-0001 002206102-0002	N/A	3/20/2013	Tattooing apparatus	Europe
002206144-0001	N/A	3/20/2013	Tattooing apparatus	Europe
002206151-0001	N/A	3/20/2013	Power supply units	Europe
002398453-0001	N/A	2/4/2014	Tattooing apparatus	Europe
001974981-0001 001974981-0002 001974981-0003	N/A	01/13/2012	Tattoo Utility Cart	Europe
200914652	AU 329041 S	11/27/2009	Adjustable Chair (370 Chair)	Australia
153646	N/A	6/20/2014	Tattoo Instrument	Canada
PCT/US2014/039839	WO/2015/160370	Filing Date: 5/28/2014 Issue Date: 10/22/2015	Tattoo Machine Needle Cartridge Tube	PCT
8800629	EP2204153	Filing Date: 9/22/2008 Issue Date: 7/7/2010	A Tattoo Chair	PCT
12/739,882	20110272976	Filing Date: 9/22/2008 Issue Date: 11/10/2011	A Tattoo Chair	PCT

Exhibit B

PCT/CN2010/001810	WO/2011/075936	Filing Date: 11/11/2010 Issue Date: 06/30/2011	Foldable Portable Tattoo Chair	PCT
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Exhibit B

EXHIBIT C

Trademarks

Registration or Application Number	Registration or Application Date	Title	Mark/Design	Jurisdiction
14258947	3/27/2014	Comfortsoul	Comfortsoul	China
10765017	12/21/2013	Envy	Envy	China
10765032, 10765031, 10765030, 10765029, 10765026, 10765033, 10765028	7/21/2013 12/21/2013 7/21/2013 7/21/2013 7/21/2013 1/7/2014 5/28/2014	TAT Soul	TAT Soul	China
10765040, 10765039, 10765038, 10765037, 10765036, 10765035, 10765034, 10765041	7/21/2013 12/21/2013 7/21/2013 7/21/2013 12/21/2013 7/21/2013 7/21/2013 1/7/2014	Tattoo Soul	Tattoo Soul	China
10765018	12/21/2013	Wrath	Wrath	China
4626222	10/21/2014	Apex	Apex	USA
4608856	9/23/2014	Drifter	Drifter	USA
4602388	9/9/2014	Prime	Prime	USA
3508008	9/30/2008	Comfort Soul	Comfort Soul	USA
4201638	9/4/2012	Diablo	Diablo	USA
3922939	2/22/2011	Envy	Envy	USA
4198473	8/28/2012	Friction	Friction	USA
4282817	1/29/2013	Hummingbird	Hummingbird	USA
4309134	3/26/2013	Rage	Rage	USA
4183007	7/31/2012	Storm	Storm	USA
3408107	4/8/2008	TAT Soul	TAT Soul	USA

4384734, 4354794, 4358716, 4362000, 4347498	8/13/2013, 6/18/2013, 6/25/2013, 7/2/2013, 6/4/2013	TAT Soul	TAT Soul	USA
4202357	9/4/2012	Valor	Valor	USA
3922940	2/22/2011	Wrath	Wrath	USA
4345806	06/04/2013	Pride	Pride	USA
4439067	11/26/2013	Vortex	Vortex	USA
4478277	2/4/2014	Ergo Form	Ergo Form	USA
4473333	1/28/2014	Forte	Forte	USA
4305333	3/19/2013	Comfort Groom	Comfort Groom	USA
4559875	7/1/2014	Hemi-lock	Hemi-lock	USA
86757539	9/15/2015	Nexus	Nexus	USA
4810300	9/8/2015	Vanguard	Vanguard	USA
010425494	4/23/2012	TAT Soul	TAT Soul	Europe
TMA866216	11/28/2013	TAT Soul	TAT Soul	Canada
1712739	8/6/2015	Tat Soul	Tat Soul	Australia

Exhibit C

BN 19387177v3

RECORDED: 11/05/2015

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