

06-15-2005

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gianni Enterprises, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Virginia  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) <sup>June</sup> ~~May~~ 6, 2005

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Branch Banking and Trust Company

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 5901-C Peachtree Dunwoody Rd  
Suite 420

City: Atlanta

State: Georgia

Country: USA Zip: 30328

☐ Association Citizenship \_\_\_\_\_

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☒ Other financial institution Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit "A" attached hereto

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit "A" attached hereto and by this reference made a part hereof.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William Terry Pickren

Internal Address: \_\_\_\_\_

Street Address: 2500 Marquis Two Tower  
285 Peachtree Center Avenue NE

City: Atlanta

State: Georgia Zip: 30303

Phone Number: (404) 588-0505

Fax Number: (404) 582-8823

Email Address: tpickren@ldpslaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

June 6, 2005

Date

William Terry Pickren

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK  
REEL: 003181 FRAME: 0317

EXHIBIT "A"

TRADEMARKS

<u>Trademark #</u>	<u>Description</u>
738,426	Kover Lock
763,331	Leadergard
1,282,248	Koverlock
1,060,322	Flaron
1,060,323	Tubulon
1,954,480	Poplok

**TRADEMARK AND TRADE NAME COLLATERAL ASSIGNMENT**  
**(SECURITY DOCUMENT)**

WHEREAS, GIANNI ENTERPRISES, INC., a VIRGINIA corporation, with its chief executive office at P.O. Box 4575, Roanoke, Virginia 24015 (hereinafter referred to as "Assignor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Assignor and BRANCH BANKING AND TRUST COMPANY, having a business address of 5901-C Peachtree Dunwoody Road, Suite 420, Atlanta, Georgia 30328 (hereinafter referred to as "Assignee"), have entered into a Loan Agreement (herein referred to as the "Loan Agreement") of even date herewith, by which Assignee has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey to Assignee all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee, to the best of its knowledge:

(a) that Assignor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names and has the full authority to make this assignment;

(b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrance;

(c) that the validity of the trademarks and trade names has never been questioned; and

(d) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Trade Name Collateral Assignment as of this 6<sup>th</sup> day of June, 2005.

GIANNI ENTERPRISES, INC.,  
A Virginia Corporation

BY: 

ANGELO R. GIANNI, JR.

TITLE: President

[CORPORATE SEAL]

COMMONWEALTH OF VIRGINIA

~~COUNTY OF~~ ROANOKE CITY

I, Regina L. DeHart, a notary public in and for the State and County aforesaid, do certify that Angelo R. Gianni, Jr., whose name, as President of Gianni Enterprises, Inc., a Virginia corporation, is signed to the writing above on behalf of the corporation, has acknowledged the same before me.

Given under my hand and official seal this 6<sup>th</sup> day of June, 2005.

Regina L. DeHart  
(Notary Public)

My Commission Expires: 10-31-2008

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

ACCEPTED in Atlanta, Georgia, as of the date hereof.

BRANCH BANKING AND TRUST COMPANY

BY: R.A. Greene

TITLE: Banking Officer

VA  
STATE OF ~~GEORGIA~~  
Citrus Roanoke  
COUNTY OF ~~EULTON~~

I, Regina L. DeHart, a notary public in and for the State and County aforesaid, do certify that R.A. Greene, whose name, as Banking Officer of Branch Banking and Trust Company, is signed to the writing above on behalf of the corporation, has acknowledged the same before me.

Given under my hand and official seal this 6<sup>th</sup> day of June, 2005.

Regina L. DeHart  
(Notary Public)

My Commission Expires: 10-31-2008

**EXHIBIT "A"**

Trademarks

<u>Trademark #</u>	<u>Description</u>
738,426	Kover Lock
763,331	Leadergard
1,282,248	Koverlock
1,060,322	Flaron
1,060,323	Tubulon
1,954,480	Poplok

## **TRADEMARK SECURITY AGREEMENT**

### **(TRADEMARKS, SERVICEMARKS OR MARKS, TRADEMARK, SERVICEMARK OR MARK REGISTRATIONS, TRADEMARK, SERVICE MARK OR MARK APPLICATIONS AND TRADEMARK, SERVICE MARK OR MARK LICENSES)**

GIANNI ENTERPRISES, INC., a Virginia corporation (the "Grantor"), owns the Trademarks, Servicemarks or Marks Licenses, Trademark, Servicemark or Mark Registrations and Trademark, Servicemark or Mark Applications listed on Schedule 1 annexed hereto;

GIANNI ENTERPRISES, INC. and BRANCH BANKING AND TRUST COMPANY have entered into that certain Loan Agreement of even date herein ("Loan Agreement");

Pursuant to the terms of that certain Security Agreement of even date hereof, (the "Security Agreement"), between the Grantor and BRANCH BANKING AND TRUST COMPANY (together with its successors and assigns, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantors in, to and under all the Grantor's Trademarks, Servicemarks and Marks, Trademark, Servicemarks and Mark Registrations, Trademark, Servicemark or Mark Applications and Trademark, Servicemark, or Mark License (collectively, the "Trademark Collateral"), together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademark Collateral and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, as more fully set forth in the Security Agreement to Grantee a continuing security interest in the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all Trademark, Service Mark or Mark License, Trademark, Servicemark and Mark, registration, and Trademark, Servicemark or Mark application, including each Trademark, Servicemark or Mark License, each Trademark, Servicemark or Mark registration, and each Trademark Servicemark or Mark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Servicemark or Mark License, Trademark, Servicemark or Mark registration, and each Trademark, Servicemark or Mark application;
- (ii) all products and proceeds of the foregoing Trademark Collateral, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark Collateral referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Trademark Collateral.

These security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, all of the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

This Agreement is intended to secure the Loan Obligations on the terms and conditions stated herein.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 6<sup>th</sup> day of June, 2005.

GRANTOR:

GIANNI ENTERPRISES, INC.  
A Virginia Corporation

BY: 

ANGELO R. GIANNI, JR.

TITLE: President

[CORPORATE SEAL]

GRANTEE:

Acknowledged and Agreed to  
dated as of 6-6-05, 2005

BRANCH BANKING AND TRUST COMPANY

BY: 

TITLE: Banking Officer



**SCHEDULE 1 TO  
TRADEMARK, SERVICE MARK AND MARK  
SECURITY AGREEMENT TRADEMARKS,  
SERVICE MARKS OR MARKS  
OWNED OR USED BY**

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<u>Trademark #</u>	<u>Description</u>
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