

RE

12/14/09

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/09)

01-04-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent

103585323

Additional documents or the new address(es) below.

1. Name of conveying party(ies):

CUSTOM DYNAMICS, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: North Carolina LLC
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) November 24, 2009

- ☒ 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 Road, Suite 42

City: Atlanta

State: Georgia

Country: U.S. Zip: 30328

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship U.S.

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)
3,082,179 3,630,671 3,426,466 3,329,561

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: Virginia R. Woodley, Esq.

Internal Address: _____

Street Address: 285 Peachtree Center Avenue, Suite 2300

City: Atlanta

State: Georgia Zip: 30303

Phone Number: 404-588-0505

Fax Number: 404-582-8823

Email Address: vwoodley@dpslegal.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

12/14/2009 DBYRNE 00000030 3082179

Deposit Account Number 00000001 40.00 OP

Authorized User Name 02 FC:8522 75.00 OP

9. Signature: Virginia R. Woodley
Signature

12/9/2009
Date

Virginia R. Woodley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004128 FRAME: 0391

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)

CUSTOM DYNAMICS LLC, a North Carolina resident (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;

CUSTOM DYNAMICS LLC 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"), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademark Collateral and the registrations 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 corresponding 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 24 day of November, 2009.

GRANTOR:

CUSTOM DYNAMICS LLC
A North Carolina Limited Liability Company

BY: David T. Pribyla (L.S.)
DAVID T. PRIBULA, Manager

BY: Lynnette A. Pribyla (L.S.)
LYNNETTE A. PRIBULA, Manager

GRANTEE:

Acknowledged and Agreed to
dated as of Nov. 24, 2009

BRANCH BANKING AND TRUST COMPANY

BY: [Signature]

TITLE: VP

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

<u>Trademark/Service mark/Mark</u>	<u>Registration No.</u>
CUSTOM DYNAMICS	3,082,179
EVERYTHING TO LIGHT UP YOUR RIDE!	3,630,671
ECLIPZE	3,426,466
STREET MAGIC	3,329,561