

06/24/2011



Document ID NO.
103626112

103627808

ET

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):

MBC and Associates, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Tennessee
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 20, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Commerce Union Bank
 Internal
 Address: Suite A
 Street Address: 922 Harpeth Valley Place
 City: Nashville
 State: Tennessee
 Country: USA Zip: 37221

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Tennessee/USA
- Other _____ 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)

1844651

Additional sheet(s) attached? Yes No

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

HEALTHBREAK

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

Name: David B. Gray
 Internal Address: 1230 Regions Center
 Street Address: 315 Deaderick Street
 City: Nashville
 State: Tennessee Zip: 37238
 Phone Number: 615-254-4444
 Fax Number: 615-254-4445
 Email Address: dgray@hixgray.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 to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature:

David B. Gray
 Signature
 DAVID B. GRAY

June 23, 2011

Date

Name of Person Signing

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

9

6-1-11

COLLATERAL ASSIGNMENT OF TRADEMARK

This Collateral Assignment of Trademark ("Assignment") executed with an effective date as of the 20th day of May, 2011, by and between **MBC and Associates, Inc.** ("Grantor"), and **Commerce Union Bank** ("Lender").

WITNESSETH:

WHEREAS, Lender has agreed to extend credit to MBC and Associates, Inc., on certain terms and conditions; and

WHEREAS, one condition to Lender's agreement to extend credit to Grantor is that Lender must be provided a first priority perfected security interest in Grantor's interest in a certain federally registered trademark owned, invented and registered to Grantor.

NOW, THEREFORE, as an inducement to cause Lender to extend credit to Grantor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. **Definition of Secured Indebtedness.** As used herein, "Secured Indebtedness" shall mean all present and future debts and other obligations of Grantor to Lender, whether arising by contract, tort, guaranty, overdraft, or otherwise; whether or not the advances or events creating such debts or other obligations are presently foreseen; whether such obligations were originally payable to Lender or are acquired by Lender from another person or entity; and regardless of the class of the debts or other obligations, be they otherwise secured or unsecured.

2. **Assignment; Security Interest.** To secure the payment of Secured Indebtedness, Grantor hereby assigns to Lender and grants Lender a security interest in all of Grantor's right, title, interest in and to that certain trademark 'HEALTHBREAK', on file with the United States Department of Commerce, Patent and Trademark Office as Registration No. 1844651, Serial No. 74006018, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Trademark"), together with the following:

- (a) The name of the Trademark;
- (b) Any and all arrangements and versions of the Trademark, and any and all works derived therefrom;
- (c) The United States and worldwide trademarks arising from the Trademark;
- (d) All mechanical royalties and other royalty interests of Borrower therein;
- (e) Any and all other rights in the Trademark that Grantor now has or to which it may become entitled under existing or subsequently enacted federal, state or foreign laws;
- (f) Any and all existing or potential causes of action for infringement of the Trademark, past, present and future, and all the proceeds from the foregoing accrued and unpaid and hereafter accruing;
- (g) All contracts associated with the Trademark;
- (h) All licenses issued with respect thereto;
- (i) All agreements with any companies, both foreign and domestic; and
- (j) All other materials relating to the Trademark possessed or owned by Grantor but not specifically herein mentioned.

The Trademark and all of the foregoing rights are referred to herein collectively as the "Collateral".

3. **Warranties.** Assignor hereby warrants, represents, covenants and agrees as follows:

- (a) Title. Grantor has good and marketable title to and is the sole and exclusive owner of the Collateral;
- (b) No Other Encumbrances. The Collateral has not been assigned, pledged or otherwise transferred or encumbered, nor has any security interest, lien, mortgage or other encumbrance been granted therein, to secure indebtednesses or otherwise, which security interest has not been released;
- (c) Valid Interest. This Agreement provides Lender with a valid first priority security interest in the Collateral;
- (d) Trademark Registration. Certificates of registration in respect of the Trademark have been issued or are pending registration by the United States Patent & Trademark Office. The existing trademark certificates were duly and timely applied for and remain in full force and effect, and are now in the name of Grantor. No action has been taken or omitted which would destroy or impair protection of the Trademark under the United States Trademark Law;
- (e) Prior Indebtedness. Grantor does not have any debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, with respect to or affecting the Trademark;
- (f) No Advances. As of the date hereof, Grantor has received no unearned advances in respect of the Trademark, and Grantor shall not, without obtaining the prior express written consent of Lender, obtain any future advance in respect of the Trademark;
- (g) No Power of Attorney. No person holds a power of attorney on behalf of Grantor or any predecessor of Grantor affecting, directly or indirectly, the interests which are the subject matter of this Agreement; and
- (h) No Breach of Agreements. All the agreements between Grantor or any predecessor of Grantor with respect to the Trademark are in full force and effect. Grantor and any predecessor of Grantor have performed all of their obligations thereunder and there exists no breach of or default with respect thereto and all of such agreements grant to Grantor the right to assign all of Grantor's right, title and interest in the respective agreements. Grantor has not received any notice that any party to any of such agreements intends to cancel or terminate any of such agreements.

4. No Other Liens. Grantor shall not, without the prior express written consent of Lender, sell, convey, transfer, set over, or grant a security interest in any of the Trademark or any interest therein or permit any lien or security interest to attach to the same except that created by this Agreement, or do or allow to be done any act which might impair the security interest of Lender therein; provided, however, as long as no default exists hereunder, Grantor may commercially exploit (but not encumber or dispose of) the Collateral in the ordinary course of business and in accordance with ordinary and accepted customs of the industry.

5. Collection Rights of Lender. Whether or not a default exists hereunder, Lender may at its option, notify any or all obligors under any licensing agreement pertaining to Trademark or any obligor under any other of the Collateral to make all payments due Grantor directly to Lender for the account of Grantor. Grantor hereby directs all obligors so notified to comply with Lender's instructions without the need of confirmation from Grantor, and Grantor agrees that all such obligors shall receive full credit for any payments forwarded to Lender.

6. Recitals. Grantor warrants and agrees that the recitals set forth at the beginning of this Assignment are true.