

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GR8FR8, Inc.		08/26/2011	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Mercantile Bank of Michigan
Street Address:	310 Leonard Street, N.W.
Internal Address:	P.O. Box 2208
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49501-2208
Entity Type:	a Michigan banking corporation: MICHIGAN

Name:	Mercantile Bank Mortgage Company, LLC
Street Address:	310 Leonard Street, N.W.
Internal Address:	P.O. Box 2208
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49501
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3638345	GR8FR8

CORRESPONDENCE DATA

Fax Number: (248)433-7274
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 616-336-1023
 Email: amoscowitz@dickinsonwright.com
 Correspondent Name: John T. Schuring

900201002

**TRADEMARK
 REEL: 004614 FRAME: 0122**

OP \$40.00 3638345

Address Line 1: 200 Ottawa Avenue, N.W., Suite 1000
Address Line 4: Grand Rapids, MICHIGAN 49503-2427

ATTORNEY DOCKET NUMBER:	25444-51
NAME OF SUBMITTER:	John T. Schuring
Signature:	/John T. Schuring/
Date:	08/30/2011

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of August 26, 2011, is made by and among **GR8FR8, Inc.**, a Michigan corporation, (the "Grantor"), with an address at 4525 50th Street, Grand Rapids, Michigan 49512, in favor of **Mercantile Bank of Michigan**, a Michigan banking corporation, and **Mercantile Bank Mortgage Company, LLC**, each of whose address is 310 Leonard St. N.W., P.O. Box 2208, Grand Rapids, Michigan 49501-2208 (together with their respective successors and assigns, the "Lenders").

The Grantor has executed and delivered in favor of the Lenders that certain Waiver and First Amendment to Forbearance Agreement, that certain Continuing Guaranty, and that certain Security Agreement, each dated as of the date hereof, pursuant to which it has incurred certain obligations to the Lenders.

Under the terms of the Security Agreement, the Grantor has granted to the Lenders a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to registered trademarks, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Security. The Grantor hereby grants to the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"):

1.1 The trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "Trademarks");

1.2 All rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.3 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.4 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Lenders.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

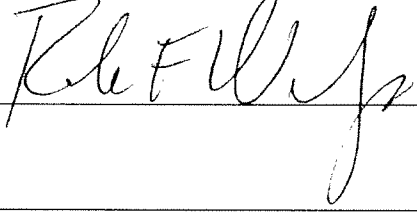
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement electronically or by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

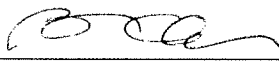
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WITNESS / ATTEST:



GR8FR8, INC.

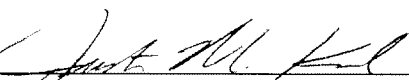
By: 

Name: Bridget A. Carey

Title: President

AGREED TO AND ACCEPTED:


MERCANTILE BANK OF MICHIGAN

By: 

Name: Justin Kane

Title: VP

**MERCANTILE BANK MORTGAGE
COMPANY, LLC**

By: 

Name: Justin Kane

Title: VP

SIGNATURE PAGE TO IP SECURITY AGREEMENT

RECORDED: 08/30/2011

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