

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hubbard/Downing, Inc.		10/05/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Brookhaven Bank		
Street Address:	2987 Clairmont Road		
Internal Address:	Suite 150		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30329		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1714637	HANS	
CORRESPONDENCE DATA			
Fax Number:	(404)658-9865		
Phone:	404-521-2323		
Email:	tsj@cmamlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	T. Stephen Johnson		
Address Line 1:	191 Peachtree Street, N.E.		
Address Line 2:	Suite 4500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	3199-1		
NAME OF SUBMITTER:	T. Stephen Johnson		
Signature:	/T. Stephen Johnson/		

OP \$40.00 1714637

Date:

10/05/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2011, executed by HUBBARD/DOWNING, INC., a Georgia corporation and JAMES R. DOWNING, a Georgia resident (collectively, the "Grantor") in favor of BROOKHAVEN BANK (the "Lender"). Capitalized terms used in this Agreement shall have the meanings set forth in the Loan Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, the Grantor and the Lender are party to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Loan Agreement") pursuant to which the Lender established a credit facility on behalf of James R. Downing;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to Lender a continuing security interest in, among other things, the Intellectual Property of the Grantor, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located and (b) all products and proceeds of any of the foregoing, as security for all of the Obligations;

WHEREAS, it is a condition to the effectiveness of the Loan Agreement that the Grantor grant to the Lender a security interest in the Property (as defined herein); and

WHEREAS, the Grantor desires to execute this Agreement to satisfy the condition described above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following term shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the term defined):

"Trademarks" has the meaning given such term in the Loan Agreement, and shall include those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor hereby pledges, mortgages, hypothecates, sets over and conveys a security interest to the Lender and does hereby grant to the

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Lender a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark; and

(b) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; *provided, however*, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. Except for the Permitted Liens (as defined in the Loan Agreement) the Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property. Upon the exercise by the Lender of the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Property, the Grantor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to the Lender, for the benefit of the Creditors, shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Property with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement.

4. This Agreement shall terminate upon termination of the Loan Agreement. Upon termination of this Agreement and following a request from the Grantor, the Lender shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Lender) in order to evidence such termination.

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5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Grantor authorizes the Lender to modify this Agreement by amending Schedule I to include any future Trademarks covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) the Lender shall not have any obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement and in accordance with its prudent business judgment and (b) if the Grantor fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender for all reasonable expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

8. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

[Signatures on Following Page]

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

HUBBARD/DOWNING, INC.

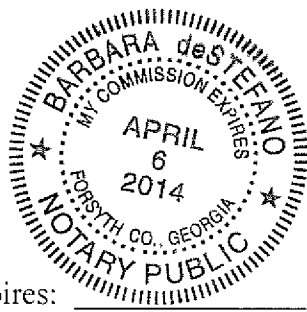
By: [Signature]
Name: James R. Downing
Title: Chief Executive Officer

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James R. Downing, the Chief Executive Officer of Hubbard/Downing, Inc. , a Georgia corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of October, 20 11.

(Notarial Seal)



[Signature]
Notary Public

BARBARA de STEFANO
(Type or Print Name)

My Commission Expires: _____

[Signature Page to Trademark Security Agreement]

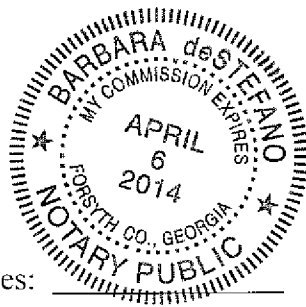
James R. Downing
James R. Downing

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James R. Downing appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of October, 2011.

(Notarial Seal)



My Commission Expires: _____

Barbara de Stefano
Notary Public

BARBARA de STEFANO
(Type or Print Name)

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks:

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**Schedule I to
TRADEMARK SECURITY AGREEMENT
by and among
JAMES R. DOWNING, HUBBARD/DOWNING, INC.
And BROOKHAVEN BANK**

Trademark:

Hubbard/Downing, Inc. owns and utilizes the following Trademark which is deemed necessary to the conduct of its business as presently conducted. This intellectual property is:

Trademark "HANS" Registration No. 1714637