

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxant Manufacturing, LLC		11/09/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Heritage Bank		
Street Address:	830 Eagles Landing Parkway		
Internal Address:	Suite 100		
City:	Stockbridge		
State/Country:	GEORGIA		
Postal Code:	30281		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3054189	MAXANT MIRACLE	
CORRESPONDENCE DATA			
Fax Number:	(404)252-9324		
Phone:	4042528080		
Email:	wcohen@cohenandcaproni.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:	Walter N. Cohen		
Address Line 1:	750 Hammond Drive		
Address Line 2:	Building 7, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30328		
NAME OF SUBMITTER:	Walter N. Cohen		
Signature:	/Walter N. Cohen/		

OP \$40.00 3054189

900206810

**TRADEMARK
 REEL: 004658 FRAME: 0406**

Date:

11/09/2011

Total Attachments: 3

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SBA LOAN NUMBER
49148450-01

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT (the "Agreement"), entered into as of this 9th day of **November, 2011**, by and between **MAXANT MANUFACTURING, LLC**, a Georgia limited liability company (hereinafter referred to as the "Borrower"), and **HERITAGE BANK** (hereinafter referred to as the "Lender");

WITNESSETH:

WHEREAS, on even date herewith, Lender has made a loan to Borrower in the principal amount of **\$1,220,000.00** (the "Loan"), which Loan is evidenced by Borrower's U.S. Small Business Administration Note of even date herewith in favor of Lender (the "Note");

WHEREAS, to secure the payment and performance of all its obligations to Lender under the Loan, Borrower wishes to grant to Lender a security interest in all of its right, title and interest in and to the **U.S. Trademark, "Maxant Miracle" with Federal registration number 3054189** (hereinafter referred to as the "Trademark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Warranty.** Borrower hereby represents and warrants to Lender, except for the security interest created hereby, Borrower owns the Trademark free and clear of all liens, charges and encumbrances, and that Borrower has the unencumbered right to grant a security interest in the Trademark.

2. **Security Interest.** Borrower hereby unconditionally grants and assigns to Lender, its successors and assigns, a continuing **first** security interest in and security title to the Trademark. Borrower has delivered to and deposited with Lender herewith all of its right, title and interest in and to the Trademark, together with a certificate representing the Trademark as security for (i) all obligations of Borrower to Lender hereunder; and (ii) payment and performance of all obligations of Borrower to Lender under the Loan or any extension, renewal, amendment or modification of the foregoing, however created, acquired, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. Beneficial ownership of the Trademark shall remain in Borrower until the occurrence of a default under the terms hereof (as defined in Section 3, below).

3. **Default.** In the event of a demand for payment by Lender under the terms of the Loan, or a Default under the terms of this Agreement (any of such occurrences being hereinafter referred to as a "Default"), Lender may sell or otherwise dispose of the Trademark at a public or

private sale or make other commercially reasonable disposition of the Trademark or any portion thereof and Lender may purchase the Trademark or any portion thereof at any public sale. The proceeds of the public or private sale or other disposition shall be applied (i) to the costs incurred in connection with the sale, expressly including, without limitation, any costs; (ii) to any unpaid interest which may have accrued on any obligations secured hereby; (iii) to any unpaid principal; and (iv) to damages incurred by Lender or any of them by reason of any breach secured against hereby, in such order as Lender may determine, and any remaining proceeds shall be paid over to Borrower or others as by law provided. In the event the proceeds of the sale or other disposition of the Trademark are insufficient to pay such expenses, interest, principal, obligations and damages, Borrower shall remain liable to Lender for any such deficiency.

4. **Additional Rights of Secured Parties.** In addition to their rights and privileges under this Agreement, Lender shall have all the rights, powers and privileges of secured parties under the Uniform Commercial Code.

5. **Release of Security Interest in Trademark.** Upon payment in full of all principal and interest on the Note, Lender shall release forthwith its security interest in and to the Trademark.

6. **Borrower's Obligations Absolute.** The obligations of Borrower under this Agreement shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against other security or liens available to Lender or its successors, assigns or agents. Borrower hereby waives any right to require that resort be had to any security prior to any exercise of rights or remedies hereunder, or to require resort to rights or remedies of Lender in connection with the Loan.

7. **Notices.** Any and all notices, elections or demands permitted or required to be made under this Assignment shall be in writing, signed by the party giving such notice, election or demand and shall be delivered by receipted commercial courier service, or sent by registered or certified United States mail, postage prepaid and return receipt requested, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The earlier of the date of delivery as evidenced by commercial courier service delivery records or on the date of acceptance of the return receipt, as the case may be, shall be the date of such notice, election or demand. For the purposes of this Assignment:

The Address of Lender is:

**830 Eagles Landing Parkway, Suite 100
Stockbridge, Georgia 30281**

The Address of Borrower is:

**155 Carnes Drive
Fayetteville, Georgia 30214**

8. **Binding Agreement.** The provisions of this Agreement shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the laws of the State of Georgia. This Agreement, together with all documents referred to herein, constitutes the entire Agreement between Borrower and Lender with respect to the matters addressed herein and may not be modified except by a writing executed by Lender and delivered by Lender to Borrower. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

9. **Severability.** If any paragraph or part thereof shall for any reason be held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals, by and through their duly authorized officers, as of the day and year first above written.

BORROWER:

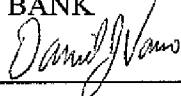
MAXANT MANUFACTURING, LLC

By: 

Title: SOLE MEMBER

LENDER:

HERITAGE BANK

By: 

Title: V.P.

[BANK SEAL]