

07/02/2012



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2012)

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

RE 103646540

# TRADEMARKS ONLY

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):

Access America Transport, Inc.

- Individual(s)
- 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) June 15, 2012

- 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: Synovus Bank

Street Address: 800 Shades Creek Parkway

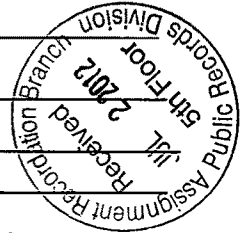
City: Birmingham

State: Alabama

Country: United States Zip: 35209

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Georgia
- 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) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

3523793

Additional sheet(s) attached?  Yes  No

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

Access America Transport

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

Name: Gibbons Graham LLC / Liz Gibbons

Internal Address: Suite 125

Street Address: 100 Corporate Parkway

City: Birmingham

State: Alabama Zip: 35242

Phone Number: 205-380-2643

Docket Number: \_\_\_\_\_

Email Address: lgibbons@gibbonsgraham.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:

07/02/2012 LHARTIN 00000018 3523793

01 FC:8521

40.00 0P

Deposit Account Number Check enclosed

Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

Liz Gibbons

Name of Person Signing

June 27, 2012

Date

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

9

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

## TRADEMARK

## REEL: 004815 FRAME: 0513

MRD 7-02-12

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of June 15, 2012, is made by and between ACCESS AMERICA TRANSPORT, INC., a Tennessee corporation (the "Borrower"), and SYNOVUS BANK, a Georgia banking corporation (the "Lender"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Loan and Security Agreement of even date herewith between Borrower and Lender (as the same may be amended from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, Borrower has requested that Lender make available certain credit facilities to Borrower pursuant to the Loan Agreement; and

WHEREAS, Lender is willing to make said credit facilities available to Borrower on condition that, among other things, Borrower executes and deliver to Lender this Agreement; and

WHEREAS, Borrower desires to execute and deliver in favor of Lender this Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Borrower hereby agrees with Lender as follows:

1. To secure the payment and performance of the Obligations, Borrower hereby pledges, assigns and grants to Lender a continuing security interest in and Lien upon all of the following property of Borrower, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, and other intellectual property of Borrower, including, without limitation, the registered United States trademarks, issued United States patents, United States trademark applications, and United States patent applications (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks");

(b) The goodwill of Borrower's business connected with and symbolized by the Patents and Trademarks; and

(c) All proceeds of the foregoing.

2. Borrower represents and warrants that:

(a) As of the date hereof, each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Except as set forth in Schedule 2(b), as of the date hereof, no claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person; and

(c) Borrower has the unqualified right to enter into this Agreement and perform its terms.

3. Borrower covenants and agrees that:

(a) Borrower is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons;

(b) Borrower has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation (provided such mark is still in use), filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6<sup>th</sup>) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other legal requirements for maintaining the validity and enforceability of the Patents and Trademarks.

4. Borrower agrees that, until all of the Obligations have been satisfied in full, Borrower will not enter into any agreement (including, without limitation, any license agreement) with respect to the Patents and Trademarks that is inconsistent with Borrower's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Borrower obtains the ownership rights to any new issued patents and/or registered trademarks, United States trademark application, or United States patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Borrower shall give Lender prompt notice thereof in writing. Borrower authorizes Lender to modify this Agreement by amending Schedule A to include any future issued patents and/or registered trademarks and United States patent applications and/or United States trademark applications within the definition of Patents and Trademarks under paragraph 2 hereof.

6. Upon and at any time after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable laws.

7. Borrower hereby makes, constitutes and appoints Lender (and any officer or agent of Lender as Lender may select) as Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Borrower hereby ratifies all such actions on the part of Lender acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Loan Agreement has been terminated.

8. Borrower shall notify Lender in writing of infringements detected related to the Patents and Trademarks. Borrower shall have the duty to do any and all acts which are commercially reasonable and deemed necessary or desirable by Lender to preserve and maintain all rights in the Patents and Trademarks until the Obligations shall have been paid in full. Any expenses incurred in connection with the Patents and Trademarks applications or proceedings shall be borne by Borrower. Borrower shall not abandon any registered trademark or issued patent without the consent of Lender.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Borrower shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 9. Nothing herein shall be deemed to prohibit Borrower from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

10. If Borrower fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Borrower's name or in Lender's name, and Borrower agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents and Trademarks or Lender's interest therein pursuant to this Agreement.

11. All of Lender's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial

exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. This Agreement is entered into and performable in Muscogee County, Georgia, and the substantive laws, without giving effect to principles of conflict of laws, of the United States and the State of Georgia shall govern the construction of this Agreement and the documents executed and delivered pursuant hereto, and the rights and remedies of the parties hereto and thereto, except to the extent that the Uniform Commercial Code or other applicable law requires that the perfection, the effect of perfection or non-perfection, the priority of Lender's Lien under the Loan Documents, or the enforcement of certain of Lender's remedies with respect to the Collateral, be governed by the laws of another jurisdiction.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

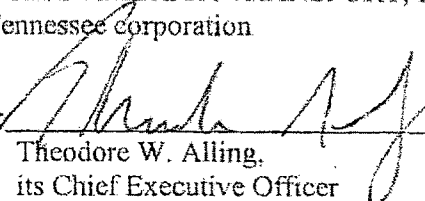
15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**BORROWER:**

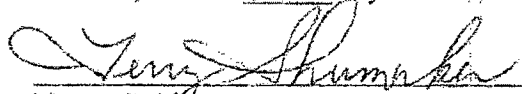
ACCESS AMERICA TRANSPORT, INC.,  
a Tennessee corporation

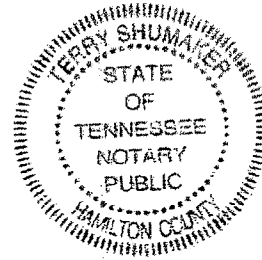
By:   
Theodore W. Alling,  
its Chief Executive Officer

STATE OF TENNESSEE  
COUNTY OF HAMILTON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Theodore W. Alling, whose name as Chief Executive Officer of Access America Transport, Inc., a Tennessee corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 14 day of June, 2012.

 [SEAL]  
Notary Public  
My Commission Expires: 10/9/2013



**ACCEPTED BY:**

SYNOVUS BANK,  
a Georgia banking corporation

By: Annalynne L. White  
Its: Senior Relationship Mgr

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ANNIE LOUETTE, whose name as SR Relationship Mgr of Synovus Bank, a Georgia banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 15<sup>th</sup> day of June, 2012.

Debra A. Vanzant [SEAL]  
Notary Public  
My Commission Expires: 3-24-2015

SCHEDULE A

ISSUED UNITED STATES PATENTS AND UNITED STATES PATENT APPLICATIONS

REGISTERED UNITED STATES TRADEMARKS

Reg. No.	Mark	Registered	Reg. Date
3523793	ACCESS AMERICA TRANSPORT	03.12.2008	10.28.2008

UNITED STATES TRADEMARK APPLICATIONS

None



SCHEDULE 2(b)

CLAIMS RE: VIOLATION OF RIGHTS OF THIRD PERSONS

None