

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
Easy2 Technologies, Inc.		12/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2983205	EASY2	
Registration Number:	3681670	MYO	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	01833/436629 (EASY2)		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$65.00 2983205

Date:

12/20/2013

Total Attachments: 4

source=Second Lien - Easy2 Tech#page1.tif

source=Second Lien - Easy2 Tech#page2.tif

source=Second Lien - Easy2 Tech#page3.tif

source=Second Lien - Easy2 Tech#page4.tif

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, EASY2 TECHNOLOGIES, INC., a Delaware corporation (the “Grantor”) on this 20th day of December, 2013, pledges and grants to SUNTRUST BANK, as Collateral Agent (together with its successors and assigns, the “Grantee”), a security interest in (i) all of the Grantor’s right, title and interest in and to the Trademarks and Trademark Licenses (the “Trademark Collateral”) set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof; (ii) all of the Grantor’s right, title and interest in and to the Patents and Patent Licenses (the “Patent Collateral”) set forth on Schedule B attached hereto and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademark Collateral and Patent Collateral, (iv) the goodwill of the businesses with which the Trademark Collateral and Patent Collateral are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral and Patent Collateral or unfair competition or breach regarding the same.

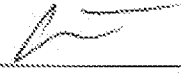
THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Obligations” of the Grantor, as such term is defined in that certain Second Lien Guarantee and Collateral Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 20, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

EASY2 TECHNOLOGIES, INC., as Grantor

By: 
Name: David Karandish
Title: President and Chief Executive Officer

[GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS]
(Second Lien)

TRADEMARKS

Registered Owner	Jurisdiction	Trademark Description	Serial Number	Registration Number	Registration Date
Easy2 Technologies, Inc.	United States	Easy2	78416363	2983205	8/9/2005
Easy2 Technologies, Inc.	United States	MYO	77433948	3681670	9/8/2009

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

PATENT LICENSES

None