

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
Birmingham Motorcycle Company, LLC		02/21/2014	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	Enhanced Capital Alabama Fund II, LLC
Street Address:	3104 Blue Lake Drive, Suite 120
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35243
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA

Name:	Enhanced Alabama Issuer, LLC
Street Address:	3104 Blue Lake Drive, Suite 120
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35243
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85702351	AMERICAN V4
Serial Number:	85702354	M
Serial Number:	85702346	BABY BLOCK
Serial Number:	77617654	MOTUS

CORRESPONDENCE DATA

Fax Number: 2054885891

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 2052263404
Email: ppsmith@balch.com
Correspondent Name: Pamela Payne Smith
Address Line 1: 1901 Sixth Ave N. Suite 1500
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Pamela P. Smith
Signature:	/ppsmith/
Date:	02/27/2014

Total Attachments: 7

source=Bham Motorcycle - Patent & Trademark SA#page1.tif
source=Bham Motorcycle - Patent & Trademark SA#page2.tif
source=Bham Motorcycle - Patent & Trademark SA#page3.tif
source=Bham Motorcycle - Patent & Trademark SA#page4.tif
source=Bham Motorcycle - Patent & Trademark SA#page5.tif
source=Bham Motorcycle - Patent & Trademark SA#page6.tif
source=Bham Motorcycle - Patent & Trademark SA#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 21, 2014, by **BIRMINGHAM MOTORCYCLE COMPANY, LLC**, an Alabama limited liability company (the "Debtor"), in favor of **ENHANCED CAPITAL ALABAMA FUND II, LLC**, an Alabama limited liability company ("Enhanced Capital") and **ENHANCED ALABAMA ISSUER, LLC**, an Alabama limited liability company ("Enhanced Alabama" and together with Enhanced Capital, the "Secured Parties"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Credit Agreement of even date herewith among Debtor and the Secured Parties (as the same may hereafter amended, supplemented and restated, the "Credit Agreement").

WITNESSETH:

WHEREAS, the Debtor has entered into a Credit Agreement dated as of even date herewith (as amended and in effect from time to time, the "Credit Agreement"), with the Secured Parties, pursuant to which Secured Parties, subject to the terms and conditions contained therein, have agreed to extend to Debtor a loan in the principal amount of \$1,440,000.00 (the "Loan");

WHEREAS, the Loan shall be evidenced by four promissory notes (each a "Note" and collectively the "Notes," which terms shall also include any promissory note or notes delivered in exchange or replacement therefor) in the following amounts: (i) \$105,500.00 Secured Promissory Note in favor of Enhanced Capital; (ii) \$114,500.00 Secured Promissory Note in favor of Enhanced Capital; (iii) \$584,500.00 Secured Promissory Note in favor of Enhanced Alabama; and (iv) \$635,500.00 Secured Promissory Note in favor of Enhanced Alabama;

WHEREAS, contemporaneously herewith, Debtor executed that certain Security Agreement to and for the benefit of the Secured Parties, securing Debtor's obligations to Secured Parties under the Credit Agreement (the "Blanket Security Agreement");

WHEREAS, in addition to the Blanket Security Agreement, this Agreement is integral to the transactions contemplated by the Transaction Documents (such term being used in this Agreement as it is defined in the Credit Agreement) and the execution and delivery of this Agreement is a condition precedent to the Secured Parties' obligations under the Transaction Documents;

WHEREAS, Debtor desires to execute and deliver in favor of Secured Parties this Agreement for the purposes and on the terms hereinafter stated, including to secure (a) the "Obligations" of Debtor, as defined in the Blanket Security Agreement;

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, Debtor hereby agrees with Secured Parties as follows:

1. To secure the payment and performance of the Obligations, Debtor hereby pledges, assigns and grants to Secured Parties a continuing security interest in and lien upon all

of the following property of Debtor, 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, all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, owned, held or used by Debtor in whole or in part, and all other intellectual property of Debtor, 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 or supplemented pursuant hereto from time to time), and (i) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, (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 and throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, subject to any rights granted with respect thereto (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 Debtor's business connected with and symbolized by the Patents and Trademarks; and

(c) All proceeds of the foregoing.

2. Debtor 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) 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) Debtor has the unqualified right to enter into this Agreement and perform its terms.

3. Debtor covenants and agrees that:

(a) Debtor 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 Debtor not to sue third persons;

(b) Debtor has used and will continue to use for the duration of this Agreement, commercially reasonable efforts to provide proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation (provided such Patents and

Trademarks are still in use), filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) 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. Debtor agrees that, until all of the Obligations have been satisfied in full, Debtor will not enter into any agreement (including, without limitation, any license agreement) with respect to the Patents and Trademarks that is inconsistent with Debtor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Debtor 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 Debtor shall give Secured Parties prompt notice thereof in writing. Debtor authorizes Secured Parties 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, Secured Parties shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Transaction Documents and all applicable laws.

7. Debtor hereby makes, constitutes and appoints Secured Parties (and any officer or agent of Secured Parties as Secured Parties may select) as Debtor'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 and be continuing: (i) endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Parties 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. Debtor hereby ratifies all such actions on the part of Secured Parties 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.

8. Debtor shall notify Secured Parties in writing of infringements detected related to the Patents and Trademarks. Debtor shall have the duty to do any and all acts which are both commercially reasonable and deemed necessary or desirable by Secured Parties 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 Debtor. Debtor shall not abandon any registered trademark or issued patent without the consent of Secured Parties.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, Secured Parties 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 Debtor shall at the request of Secured Parties do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Parties to aid such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Parties for all reasonable costs and expenses incurred in the exercise of Secured Parties' rights under this paragraph 9. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Secured Parties declines to institute such suit.

10. If Debtor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Secured Parties may do so in Debtor's name or in Secured Parties' name, and Debtor agrees to reimburse Secured Parties in full for all reasonable out-of-pocket expenses incurred by Secured Parties, including Attorneys' Fees, incurred by Secured Parties in prosecuting, defending or maintaining the Patents and Trademarks or Secured Parties' interest therein pursuant to this Agreement.

11. All of Secured Parties' rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Credit 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 Debtor and Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of Secured Parties, any right, power or privilege hereunder or under the Credit 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. THE SUBSTANTIVE LAWS OF THE STATE OF ALABAMA, EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION GOVERN THE CREATION, PERFECTION, VALIDITY, OR ENFORCEMENT OF LIENS UNDER THIS AGREEMENT, AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES, SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT AND ALL OF THE OTHER TRANSACTION DOCUMENTS.

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. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5 hereof.

16. This Agreement and the security interest granted herein shall terminate upon payment in full of the Obligations; provided, however, in the event any sums or other things of

value that are paid or transferred to or otherwise received by the Secured Parties are rescinded, recovered required to be returned, set aside, rendered void or otherwise adversely affected in any legal proceeding or for any cause whatsoever, including under any law, rule or regulation relative to bankruptcy, insolvency, fraudulent transfers or other relief of debtors, then this Agreement shall continue to be effective or shall be revived and reinstated, as necessary in order to give full effect to the Debtor's liability for the Obligations, to the same extent as if such payment, transfer and/or receipt had never occurred.

17. 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.

18. The Debtor hereby irrevocably authorizes the Secured Parties at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that indicate that Secured Parties' have a security interest in the Intellectual Property Collateral.

* * * * *

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.

BIRMINGHAM MOTORCYCLE COMPANY, LLC, an Alabama limited liability company

By: 
Its: *President*

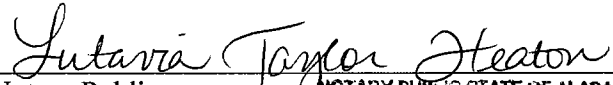
Address:
500 28th Street South
Birmingham, AL 35233

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LEE A. CONN, whose name as PRESIDENT of **BIRMINGHAM MOTORCYCLE COMPANY, LLC**, an Alabama limited liability company, 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 PRESIDENT and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 17 day of FEBRUARY, 2014.

[SEAL]


Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires: MY COMMISSION EXPIRES: Mar 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SCHEDULE A

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Reg. Date
4,434,076	AMERICAN V4	11/12/2013
4,463,595	M Logo	1/7/2014
4,408,355	BABY BLOCK	9/24/2013
4,305,465	MOTUS	3/19/2013