

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benefit Harbor, LP		01/31/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	The F&M Bank & Trust Company		
Street Address:	3811 Turtle Creek Blvd, Suite 1725		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	State chartered bank: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3746251	BENEFIT HARBOR	
Registration Number:	3746252	BENEFIT HARBOR ULTIMATE FLEXIBILITY. TOT	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	52247-12		
NAME OF SUBMITTER:	Janie Muennink		
SIGNATURE:	/Janie Muennink/		
DATE SIGNED:	03/14/2014		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this agreement, together with all amendments, restatements and modifications, this "Agreement"), dated as of January 31, 2014, is made by Benefit Harbor, LP, a Texas limited partnership ("Grantor"), in favor of The F&M Bank & Trust Company, as secured party ("Secured Party") for the benefit of each Secured Creditor.

BACKGROUND.

The F&M Bank & Trust Company, as Lender, and Grantor, as Borrower, previously entered into the Loan Agreement dated as of June 28, 2013 (such agreement, together with all amendments, restatements and other modifications thereto, the "Loan Agreement").

In connection with the Loan Agreement, and to secure its obligations under the Loan Agreement, Grantor granted to the Secured Party, for the benefit of Secured Creditors, a security interest in the entire right, title, and interest of Grantor in and to certain property of Grantor, whether now or hereafter existing, owned, arising or acquired, pursuant to the terms of that certain Security Agreement dated as of June 28, 2013, by and between Grantor, certain other grantors from time to time party thereto, and the Secured Party (such agreement, together with all amendments, restatements and other modifications thereto, the "Security Agreement").

It is the intention of the parties hereto that this Agreement create a first priority security interest in property of Grantor in favor of Secured Party for the benefit of Secured Creditors securing the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to (a) make the Loans under the Loan Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Swap Contracts and Cash Management Obligations, Grantor hereby agrees with the Secured Party, for the benefit of each Secured Creditor, as follows:

AGREEMENT

Grantor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Patent Office" means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby assigns, transfers, conveys, and grants to the Secured Party a security interest in and mortgage upon all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All of Grantor's present and future Copyrights, including, without limitation, those listed in Schedule A to this Agreement;

(ii) All of Grantor's present and future Patents, including, without limitation, those listed in Schedule B to this Agreement;

(iii) All of Grantor's present and future Trademarks, including, without limitation, those listed in Schedule C to this Agreement;

(iv) All of Grantor's right, title and interest in and to any and all present and future Licenses with respect to the Copyrights, the Patents, and the Trademarks;

(v) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights, the Patents, and the Trademarks; and

(vi) All cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under

the Loan Agreement and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Copyrights. A true and correct list of all of Grantor's United States Copyrights is set forth in Schedule A.

(b) Patents. A true and correct list of all of Grantor's United States Patents is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of Grantor's United States Trademarks is set forth in Schedule C.

SECTION 5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the Copyright Office, the Patent Office, or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the Copyright Office or the Patent Office, as applicable, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Secured Party in a writing signed by the Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. Grantor shall give Secured Party prompt notice of any additional United States Copyrights, Patents or Trademarks after the date hereof. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedules A, B or C, as applicable, to include any future United States Copyrights, Patents, and Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A, B or C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedules A, B or C.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and

assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Texas.

SECTION 9. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or any other Loan Document, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic copy shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic copy shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office or the Patent Office, as applicable.

SECTION 12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

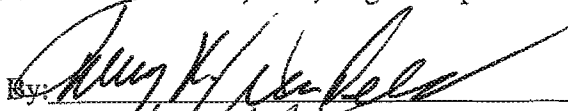
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IN WITNESS WHEREOF, Grantor and the Secured Party have executed this Agreement as of the date first above written.

GRANTOR:

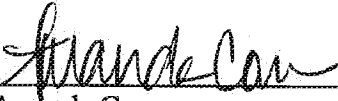
BENEFIT HARBOR, LP,
a Texas limited partnership

By: Benefit Harbor GP, LLC, its general partner

By: 
Name: Paul R. Adams
Title: Chairman & CEO - Manager

SECURED PARTY:

THE F&M BANK & TRUST COMPANY

By: 
Amanda Cone
Senior Vice President

SCHEDULE A

Copyrights

1. BENEFIT HARBOR LAPTOP SYNC

Reg. No. TX0006996203 registered July 28, 2009

SCHEDULE B

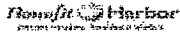
Patents

None.

SCHEDULE C

Trademarks

1. BENEFIT HARBOR ULTIMATE FLEXIBILITY. TOTAL PEACE OF MIND & DESIGN



Reg. No. 3,746,252 registered February 9, 2010

2. BENEFIT HARBOR

Reg. No. 3,746,251 registered February 9, 2010