

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STEAM LOGISTICS, LLC		03/31/2014	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SYNOVUS BANK		
<b>Street Address:</b>	800 Shades Creek Parkway		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35209		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4467633	STEAM LOGISTICS	
<b>Registration Number:</b>	4472310	STEAM AIR	
<b>Registration Number:</b>	4472229	STEAM OCEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	205-380-2643		
<b>Email:</b>	lgibbons@gibbonsgraham.com		
<b>Correspondent Name:</b>	Liz Gibbons		
<b>Address Line 1:</b>	100 Corporate Parkway		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35242		
<b>NAME OF SUBMITTER:</b>	Liz Gibbons		
<b>SIGNATURE:</b>	/Liz Gibbons/		
<b>DATE SIGNED:</b>	04/11/2014		
<b>Total Attachments: 8</b>			
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TRADEMARK

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated as of March 31, 2014, by and between **STEAM LOGISTICS, LLC**, a Tennessee limited liability company (the "Borrower"), and **SYNOVUS BANK**, a Georgia banking corporation (the "Bank"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Second Amended and Restated Loan and Security Agreement of even date herewith between Borrower and Bank (as the same may be amended from time to time, the "Loan Agreement").

**WITNESSETH:**

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

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

**WHEREAS**, Borrower desires to execute and deliver in favor of Bank 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 Bank as follows:

1. To secure the payment and performance of the Obligations, Borrower hereby pledges, assigns and grants to Bank 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 Bank prompt notice thereof in writing. Borrower authorizes Bank 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, Bank 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 Bank (and any officer or agent of Bank as Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, Bank 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 Bank do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Bank to aid such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred in the exercise of Bank'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 Bank declines to institute such suit.

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

11. All of Bank'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 Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, 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 Jefferson County, Alabama, and the substantive laws, without giving effect to principles of conflict of laws, of the United States and the State of Alabama 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 Bank's Lien under the Loan Documents, or the enforcement of certain of Bank'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:**

STEAM LOGISTICS, LLC,  
a Tennessee limited liability company

By: *Chad R. Eichelberger*  
Chad R. Eichelberger, its President

STATE OF Tennessee  
COUNTY OF Hamilton

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chad R. Eichelberger, whose name as President of Steam Logistics, LLC, a Tennessee 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, he, as such officer 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 \_\_\_\_\_ day of March, 2014.

*Shirley A. Miller*  
Notary Public  
My Commission Expires: 06/17/2015



ACCEPTED BY:

SYNOVUS BANK,  
a Georgia banking corporation

By: Ann H. Lovette  
Its: Senior Vice President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ANNIE H. LOVETTE, whose name as SENIOR VICE PRESIDENT 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 31<sup>st</sup> day of March, 2014.

Ronald D. Vassant [SEAL]  
Notary Public  
My Commission Expires: 3-26-2015



SCHEDULE A

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Owner
4,467,633	STEAM LOGISTICS	Steam Logistics, LLC
4,472,310	STEAM AIR	Steam Logistics, LLC DBA Steam Air
4,472,229	STEAM OCEAN	Steam Logistics, LLC DBA Steam Ocean

SCHEDULE 2(b)

CLAIMS RE: VIOLATION OF RIGHTS OF THIRD PERSONS

None