

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOVG, LLC		04/03/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Highbridge Principal Strategies, LLC		
Street Address:	40 West 57th Street--33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4252317	BAY AREA CREDIT SERVICE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	096012		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/15/2014		
Total Attachments: 3			
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SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, HOVG, LLC, a Nevada limited liability company (the “Obligor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Obligor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Security Agreement dated as of April 3, 2014 (as modified from time to time, the “Security Agreement”), in which the Obligor has granted certain interests in favor of Highbridge Principal Strategies, LLC, as Collateral Agent (the “Collateral Agent”) for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Obligor has agreed with Collateral Agent and the Secured Parties to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor hereby grants to Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Obligor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.


Date: April 3, 2014

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first written above.

HOVG, LLC, as Obligor

By:



Name: James G. Reynolds
Title: *President*

SCHEDULE OF
REGISTERED TRADEMARKS

Country	Mark	Class	Registration/ Application No.	Registration /Filing Date
US	Bay Area Credit Service	36	4252317	12/4/12
US State – Hawaii	Bay Area Credit Service	36	HI 4091868	2/7/11
US State – Nebraska	Bay Area Credit Service, LLC	36	NE 10145110	2/25/11
US State – Wyoming	Bay Area Credit Service, LLC	36	WY 2011- 000596224	1/28/11