

Form O-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2)

04/25/2014



103667238

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

MILLER ZELL, INC.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: GA  
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 27, 2014

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: REGIONS BANK

Street Address: 1180 West Peachtree Street, Suite 800

City: Atlanta

State: GA

Country: USA

Zip: 30309

- ☐ Individual(s) Citizenship  
☐ Association Citizenship  
☐ Partnership Citizenship  
☐ Limited Partnership Citizenship  
☐ Corporation Citizenship  
☒ Other: Banking Corp Citizenship: Georgia

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

4248316; 4079076; 4044764; 4001424; 3152010; 3390433;  
 3390432; 3333568; 3706040; 2680518; 2390865

Additional sheet(s) attached? ☐ Yes ☒ No

## C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: Nelson Mullins Riley &amp; Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia

Zip: 30363

Phone Number: 404-322-8250

Docket Number:

Email Address: bradley.wahl@nelsonmullins.com

## 9. Signature:

Signature

Bradley E. Wahl

Name of Person Signing

## 6. Total number of applications and registrations involved:

11

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$280.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

## 8. Payment Information:

04/08/2014 KHUYEN 88600018 4248316

Deposit Account Number

Authorized User Name

48.00

252.00

3/27/2014

Date

Total number of pages (including cover sheet, attachments, and document):

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 27, 2014 by MILLER ZELL, INC., a Georgia corporation ("Debtor"), and REGIONS BANK, an Alabama banking corporation (the "Bank").

**WITNESSETH:**

**WHEREAS**, the Debtor, ISD HOLDINGS, INC. and MILLER ZELL INTERNATIONAL HOLDINGS, INC. (collectively, the "Borrowers") and the Bank have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the "Loan Agreement");

**WHEREAS**, the Bank has required, as a condition to the extension of the financial accommodations to be extended to the Borrowers under the Loan Agreement, that Debtor pledge and grant to the Bank a Lien on and in its "Trademarks" (as defined herein) as security for the Obligations;

**NOW, THEREFORE**, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Bank, by its acceptance hereof, hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) (a) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications used in Debtor's business and listed on Schedule I attached hereto and made a part hereof, and all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including

(without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

3. New Trademarks. Debtor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule I are a true, accurate and complete list of all of Debtor's Trademarks, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Bank, and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations (other than the Remaining Obligations), Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto, provided that Debtor shall not be under any obligation to take any steps or incur any costs to enforce, create or perfect any lien or security interest in any Trademarks registered outside the United States of America, including, without limitation, any filing recordation, notice or otherwise in any other country other than the United States of America. Debtor shall give to the Bank written notice of the acquisition of new Trademarks registered in the United States of America promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule I to include any future Trademarks registered in the United States of America and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. Grant of License. Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence and continuance of an Event of Default. Except as otherwise permitted by the Loan Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. Royalties. Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Debtor.

6. Duties of the Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the

conduct of Debtor's business or operations). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, unless any registered Trademark is not used in Debtor's business or if such abandonment is otherwise desirable to Debtor in the ordinary course of business, and (ii) to maintain in full force and effect the registered Trademarks material to the conduct of its business. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and agents of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Bank reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations (other than the Remaining Obligations) are paid in full. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code or other Applicable Law with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly

agreed that upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least 10 days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

8. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

9. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

MILLER ZELL, INC.

By:

David Seem  
David Seem, Chief Financial Officer

[SEAL]

Agreed and Accepted as of this March 27 2014

REGIONS BANK

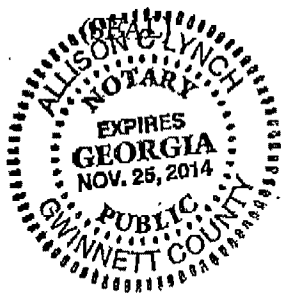
By:

Title:

Kevin Brown  
VP

STATE OF GEORGIA     )  
                                   )ss.:  
 COUNTY OF FULTON     )

The foregoing Trademark Security Agreement as executed and acknowledged before me this March 27, 2014 by David Seem, personally known to me to be the Chief Financial Officer of MILLER ZELL, INC., on behalf of such company.



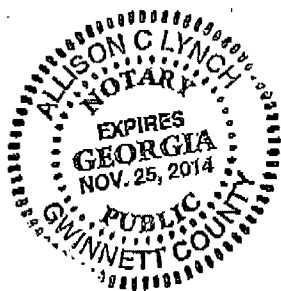
Allison C. Lynch  
 Notary Public

My Commission expires: 11-25-2014  
 Acting in the County of \_\_\_\_\_

STATE OF GEORGIA     )  
                                   )ss.:  
 COUNTY OF FULTON     )

The foregoing Trademark Security Agreement as executed and acknowledged before me this March 27, 2014 by Kerin Brennan, personally known to me to be an officer of REGIONS BANK, on behalf of said Bank.

(SEAL)



Allison C. Lynch  
 Notary Public

My Commission expires: 11-25-2014  
 Acting in the County of \_\_\_\_\_

Schedule 1  
To  
Trademark Security Agreement

Dated as of March 27, 2014

**Current Trademarks**

<u>Name</u>	<u>Record Owner</u>	<u>Registration No.</u>
Integrated Store Development	Miller Zell, Inc.	4248316
Square 64 Strategic Moves Within Retail	Miller Zell, Inc.	4079075
MZ Reach	Miller Zell, Inc.	4044754
Square64	Miller Zell, Inc.	4001424
Better Solutions. Better Results.	Miller Zell, Inc.	3152010
Cross Selling Network	Miller Zell, Inc.	3390433
Cross Sell Network	Miller Zell, Inc.	3390432
Making the World a Better Place To Shop	Miller Zell, Inc.	3333568
Results, Delivered!	Miller Zell, Inc.	3706040
MZ MillerZell	Miller Zell, Inc.	2680518
MillerZell	Miller Zell, Inc.	2390865