

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major Saver Holdings, Inc.		07/25/2014	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Alterra Bank		
Street Address:	11300 Tomahawk Creek Parkway		
Internal Address:	Suite 100		
City:	Leawood		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	State-Chartered Bank: KANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2576046	MAJOR SAVER	
CORRESPONDENCE DATA			
Fax Number:	8164743447		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	816-265-4174		
Email:	mjekic@seigfreidbingham.com		
Correspondent Name:	Milos Jekic		
Address Line 1:	911 Main Street		
Address Line 2:	Suite 2800		
Address Line 4:	Kansas City, MISSOURI 64105		
NAME OF SUBMITTER:	Milos Jekic		
SIGNATURE:	/Milos Jekic/		
DATE SIGNED:	07/25/2014		
Total Attachments: 5			
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TRADEMARK

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is entered into as of the 25th day of July, 2014 by and between **Major Saver Holdings, Inc.**, a Missouri corporation, with offices at 3170 NE Carnegie Drive, Suite 400, Lee's Summit, Missouri 64064 (the "*Borrower*") and **Alterra Bank**, a Kansas state-chartered bank, with offices at 11300 Tomahawk Creek Parkway, Suite 100, Leawood, Kansas 66211 ("*Lender*").

Recitals

- A. The Borrower and the Lender are parties to a Business Loan Agreement, Note, Commercial Security Agreement (the "*Commercial Security Agreement*") and Related Documents of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, individually or collectively referred to herein as the "*Loan Documents*") setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Borrower.
- B. Pursuant to the terms of the Commercial Security Agreement, the Borrower has granted to the Lender a security interest in any and all right, title and interest in, and to the Collateral (which includes the Trademark Collateral (as hereinafter defined)), to secure the payment of all obligations of and amounts owing by the Borrower under the Loan Documents.
- C. The Borrower owns and/or uses in its business, and will in the future adopt, own, and/or so use various intangible assets, including, but not limited to, the Trademark Collateral.
- D. The Lender desires to be a secured creditor with respect to the Trademark Collateral, and Borrower agrees to create in the Lender a secured and protected interest in the Trademark Collateral.
- E. As a condition to extending credit to or for the account of the Borrower, the Lender has required the execution and delivery of this Agreement by the Borrower.

NOW, THEREFORE in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Documents that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"*Associated Goodwill*" shall mean all goodwill of Borrower or its business, products, and services appurtenant to, associated with, or symbolized by the Trademarks and/or the use thereof.

"*Event of Default*" means (a) an Event of Default as defined in the Loan Documents; or (b) the failure of the Borrower to promptly observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties of the Borrower contained in this Agreement shall prove to have been incorrect in any material respect when made.

"*Obligations*" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan (as defined in the Loan Documents) which the Borrower may now or at any time hereafter owe to the Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be

which Borrower in the future acquires any right, title, or interest. "*Owned Trademarks*" shall mean all Trademarks in or to which Borrower has or shall in the future have title or an ownership interest, including, but not limited to, those set forth on Schedule 1 hereto.

"*Trademark Collateral*" shall mean all of Borrower's right, title, and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

"*Trademark License Rights*" shall mean any and all past, present, or future rights and interests of Borrower pursuant to any and all past, present, and future licensing agreements in favor of Borrower, or to which Borrower is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present, or future, including the right in the name of Borrower or Lender to enforce, sue, and recover for any breach or violation of any such agreement.

"*Trademark Rights*" shall mean any and all past, present, or future rights in, to, and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise; including, but not limited to, the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal, or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceeding) in the name of Borrower or Lender for any and all past, present, and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present, or future infringement, dilutions, damage, or injury; and the Trademark License Rights.

"*Trademark Registrations*" shall mean all past, present, or future federal, state, local, and foreign registrations of the Trademarks, all past, present, and future applications for any such registrations of the Trademarks and any such registrations thereof upon approval of such applications, together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Borrower or Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"*Use*" of any Trademark shall include all uses of such Trademark by, for, or in connection with Borrower or its business or for the direct or indirect benefits of Borrower or its business, including but not limited to all such uses by Borrower itself, by any of the affiliates of Borrower, or by any licensee or contractor of Borrower.

Unless otherwise defined herein or in the Loan Documents, terms used in Article 9 of the Uniform Commercial Code of the state of Kansas are used herein as therein defined.

2. Grant of Security and Conditional Assignment.

(a) As collateral security for the complete and timely payment, performance, and satisfaction of all Obligations, Borrower hereby unconditionally grants to Lender, a continuing security interest in and first priority lien on the Trademark Collateral, and pledges and mortgages the Trademark Collateral to Lender.

(b) In addition to, and not by way of limitation of, the grant, pledge, and mortgage of the Trademark Collateral provided in this Section 2, Borrower hereby grants, assigns, transfers, conveys, and sets over to Lender, its entire right, title, and interest in and to the Trademark Collateral (the "*Transfer*"); provided, however, that the Transfer shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and either (1) upon the written notice by the Lender to the Borrower at any time during such continuance of an Event of Default or (2) immediately and automatically (without notice or action of any kind by Lender) upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Commercial Security Agreement and Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Collateral by Borrower to Lender in lieu of foreclosure).

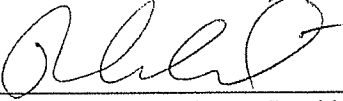
(c) Concurrently with the execution of this Agreement, the Borrower has delivered the Assignment of Trademarks substantially in the form of Exhibit A (the "*Assignment*"), executed in blank, to the Lender to be held pursuant to the terms of this Agreement. After the occurrence and continuation of an Event of Default, the Lender, at its option, may receive transfer of the Trademark Collateral from the Borrower pursuant to one or more Assignments. The Borrower hereby irrevocably authorizes the Lender to date undated Assignments of Trademark Collateral and otherwise complete such Assignments at the time of transfer. Notwithstanding the foregoing provisions of this Section 2, the Assignments of Trademark Collateral shall be effective only upon the occurrence of an Event of Default and upon the written notice by the Lender to the Borrower of the acceptance of the Lender of the Assignment. Unless and until the acceptance of the Assignment in accordance with the prior sentence, the Assignment shall have no effect.

(d) Borrower acknowledges and agrees that, upon the effectiveness of the Transfer, Lender shall have the cumulative rights in and to the Trademark Collateral as are provided in this Agreement and in the Commercial Security Agreement, and shall have the rights in and to the Collateral (other than the Trademark Collateral) as are provided in the Commercial Security Agreement.


(e) The parties acknowledge and agree that, contemporaneously with the execution and delivery of this Agreement, they are executing and delivering the Commercial Security Agreement pursuant to which Borrower unconditionally grants to Lender a continuing security interest in and first priority lien on the Collateral (including the Trademark Collateral). Such Commercial Security Agreement, and all rights and interests of Lender in and to the Collateral (including the Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted, and approved. In no event shall this Agreement, the Transfer of the Trademark Collateral hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office ("*PTO*"), adversely affect or impair, in any way or to any extent, the Commercial Security Agreement, the security interest of Lender in the Collateral (including the Trademark Collateral) pursuant to the Commercial Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of Lender in and to the Collateral under or in connection with the Commercial Security Agreement, this Agreement, and/or the Uniform Commercial Code. Any and all rights and interests of Lender in and to the Trademark Collateral (and any and all obligations of Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of Borrower) in, to, or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the Commercial Security Agreement.

IN WITNESS WHEREOF, the parties have executed this Conditional Assignment and Trademark Security Agreement as of the date first written above.

MAJOR SAVER HOLDINGS, INC.

By: 
Michael D. Atcheson, President

ALTERRA BANK

By: 
Name: Josh Thompson
Title: SBA Credit Manager

Signature Page to Conditional Assignment and Trademark Security Agreement

TRADEMARK
REEL: 005330 FRAME: 0192

SCHEDULE 1

Owned Trademarks

Mark:	Country:	Registration No.:	Registration Date:
Major Saver	United States	2576046	June 4, 2002