

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massey Services, Inc.		09/30/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3585776	BACO	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/363937		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	09/30/2014		
Total Attachments: 5			
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TRADEMARK			

OP \$40.00 3585776

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MASSEY SERVICES, INC., a Florida corporation (the “Grantor”), with principal offices at 315 Groveland Street, Orlando, Florida 32804, on this 30th day of September, 2014, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the “Grantee”) with principal offices at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the “Marks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor’s right, title and interest in and to the patents, patent applications and patent licenses (the “Patents”) set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses connected with the use of and symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is defined in the Amended and Restated Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

MASSEY SERVICES, INC., as Grantor

By: [Signature]
Name: Jean Nowry
Title: Executive Vice President and
Chief Financial Officer

SUNTRUST BANK, as Administrative Agent, as
Grantee

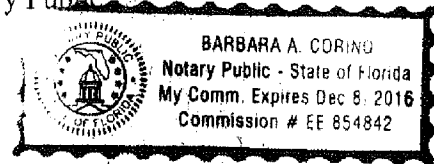
By: _____
Name:
Title:

STATE OF FLORIDA)
) ss.:
COUNTY OF ORANGE)

On this 25 day of September, 2014, before me personally came Jean Nowry who, being by me duly sworn, did state as follows: that she is the Executive Vice President and Chief Financial Officer of MASSEY SERVICES, INC., that she is authorized to execute the foregoing Grant on behalf of Massey Services, Inc. and that she did so by authority of the Board of Directors of Massey Services, Inc.

[Signature]
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)



On this ____ day of September, 2014, before me personally came _____ who, being by me duly sworn, did state as follows: that he/she is a _____ of SUNTRUST BANK, that he/she is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he did so by authority of SunTrust Bank.

Notary Public

TRADEMARKS

Trademark	Application/ Registration No.	Application/ Registration Date.	Class	Owner
BACO	3,585,776	03/10/2009 (R)	37	Massey Services, Inc.

TRADEMARK LICENSES

NONE

REGISTERED PATENTS

NONE

PATENT APPLICATIONS

NONE

PATENT LICENSES

NONE