

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATL Legacy, Inc.	FORMERLY Servidyne, Inc.	10/09/2014	CORPORATION: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578
<b>Internal Address:</b>	Attn: National Documentation Services
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	Banking Association: TEXAS

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78955646	WHEATSTONE
Serial Number:	77873622	INSIDE THE SKIN
Serial Number:	77858057	FIFTH FUEL MANAGEMENT
Serial Number:	77092133	YOUR BUILDING PERFORMANCE EXPERT
Serial Number:	76626834	ITENDANT
Serial Number:	76061616	SERVIDYNE ENERGYCHECK
Serial Number:	76061615	CHECKMATE
Serial Number:	75146068	WINSORE
Serial Number:	75146067	WINSORE
Serial Number:	74272057	SCORE

## CORRESPONDENCE DATA

Fax Number: 8586385130

*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.*

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	329034-614
<b>NAME OF SUBMITTER:</b>	Troy Zander
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	11/17/2014

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 9, 2014 by and between COMERICA BANK ("Bank") and ATL LEGACY, INC. (FKA SERVIDYNE, INC.) ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the other Co-Borrowers party thereto dated February 14, 2014 (as amended, modified or supplemented from time to time, including by that certain Forbearance Agreement and First Amendment to Loan and Security Agreement dated as of the date hereof, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor and the other Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its and the other Co-Borrowers' obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor, the other Co-Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

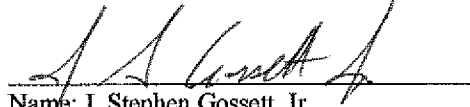
GRANTOR:

Address of Grantor:

4100 Alpha Road, Suite 900  
Dallas, TX 75244

Attn: Chief Executive Officer

ATL LEGACY, INC. (FKA SERVIDYNE, INC.)



Name: J. Stephen Gossett, Jr.  
Title: Chief Executive Officer

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Title: Chief Executive Officer

BANK:

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Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None



EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
WHEATSTONE	78955646	8/18/06
INSIDE THE SKIN	77873622	11/16/09
FIFTH FUEL MANAGEMENT	77858057	10/27/09
YOUR BUILDING PERFORMANCE EXPERT	77092133	1/26/07
ITENDANT	76626834	1/4/05
SERVIDYNE ENERGYCHECK	76061616	6/2/00
CHECKMATE	76061615	6/2/00
WINSORE	75146068	8/7/96
WINSORE	75146067	8/7/96
SCORE	74272057	5/4/92

