

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HBN MEDIA, INC.		03/02/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	8020 TOWERS CRESCENT DR., SUITE 475		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4479146	COMMISSIONS INC.	
Serial Number:	86544333	CINC AGENT	
Serial Number:	86544378	CINC PRO	
Serial Number:	86544453	THE CONVERSION ENGINE	
Serial Number:	86544423	MORE CLOSINGS, MORE EFFICIENTLY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F154253		
NAME OF SUBMITTER:	Monica Courtade		
SIGNATURE:	/Monica Courtade/		
DATE SIGNED:	03/02/2015		

OP \$140.00 4479146

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of March 2, 2015, is entered into by and among **HBN MEDIA, INC.**, a Georgia corporation (“*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantor and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain affiliates of the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

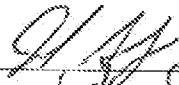
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: J. Samir
Title: Vice President

Address of Assignee:

Silicon Valley Bank
8020 Towers Crescent Dr., Suite 475
Vienna, VA 22182
Attention: Mr. Dwayne Shuler
Email: dshuler@svb.com

GRANTOR:

HBN MEDIA, INC.

By: 

Name: Duane LeGate

Title: Chief Executive Officer

Address of Grantor:

1351 Dividend Drive, Suite K

Marietta, GA 30067

ATTN: Duane LeGate, Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005468 FRAME: 0829

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark	Database	Registration Number	Registration Date	Status	Goods and Services	Registrant
COMMISSIONS INC.	U.S. Federal	4479146	04-FEB-2014	REGISTERED Supplemental Register Disclaimer: No claim is made to the exclusive right to use "INC" apart from the mark as shown.	(INT. CL. 35) ADVERTISING AND MARKETING SERVICES PROVIDED BY MEANS OF INDIRECT METHODS OF MARKETING COMMUNICATIONS, NAMELY, SOCIAL MEDIA, SEARCH ENGINE MARKETING, INQUIRY MARKETING, INTERNET MARKETING, MOBILE MARKETING, BLOGGING AND OTHER FORMS OPASSIVE, SHARABLE OR VIRAL COMMUNICATIONS CHANNELS; PROVIDING DEMAND CREATION AND LEAD GENERATION ACTIVITIES AND SERVICES (INT. CL. 42) COMPUTER SERVICES, NAMELY, SEARCH ENGINE OPTIMIZATION; WEBSITE DESIGN AND DEVELOPMENT FOR OTHERS	HBN MEDIA, INC. DBA COMMISSIONS INC. GEORGIA CORPORATION 911 GRESHAM AVE MARIETTA, GEORGIA 30060
COMMISSIONS INC.	Georgia Trade Name Registration		23-FEB-2012			HBN MEDIA, INC. DBA COMMISSIONS INC. GEORGIA CORPORATION 911 GRESHAM AVE MARIETTA, GEORGIA 30060

The Company has filed the following Trademark applications:

1. CINC Agent – Serial #86544333
2. CINC Pro – Serial #86544378
3. The Conversion Engine – Serial #86544453
4. More Closings, More Efficiently – Serial #86544423