

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jones & Vining, Incorporated		04/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Massachusetts Business Development Corporation		
<b>Street Address:</b>	500 Edgewater Drive, Suite 555		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1809834	COMPU-LAST	
<b>Registration Number:</b>	1597212	COMPU-LAST	
<b>Registration Number:</b>	2789683	EMAX	
<b>Registration Number:</b>	2223840	JONES & VINING	
<b>Registration Number:</b>	4431331	JONES & VINING	
<b>Registration Number:</b>	3750454	J-LITE	
<b>Serial Number:</b>	86537905	JONESJUMP	
<b>Serial Number:</b>	86537886	JONESFRESH	
<b>Serial Number:</b>	86537947	JONESCORK	
<b>Serial Number:</b>	86537934	JONESFIT	
<b>Serial Number:</b>	86537912	JONESSOFT	
<b>Serial Number:</b>	86537921	JONESSPEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	BRIAN WAGNER		
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY SUITE 125		
<b>Address Line 2:</b>	CT CORP		
<b>TRADEMARK</b>			

OP \$315.00 1809834

**Address Line 4:** COLUMBUS, OHIO 43219

**NAME OF SUBMITTER:** Brian Wagner

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 04/14/2015

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 9, 2015, by Jones & Vining, Incorporated, a Delaware corporation ( the "Grantor"), in favor of Massachusetts Business Development Corporation (the "Lender").

RECITALS

A. The Grantor has entered into that certain Note Purchase Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the "Purchase Agreement") with the Lender, pursuant to which such Lender has agreed to make loans to the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender and its successors and assigns, for its benefit, this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender and its successors and assigns, for its and their benefit, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, service marks, service mark applications and service mark license, and all products, proceeds and goodwill thereof, to secure the payment of all amounts owing by the Grantor under the Purchase Agreement and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

As security for the Obligations of the Grantor to the Lender and pursuant to the Security Agreement, the Grantor does hereby grant to the Lender and its successor and assigns, for its and their benefit, a continuing security interest in all right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Purchase Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

*[Remainder of page intentionally left blank.]*

*[Signature pages to follow.]*

*[Signature page to Trademark Security Agreement]*

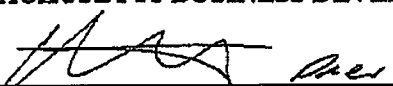
**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**JONES & Vining, INCORPORATED**

By:   
Leland B. Goldberg, Chief Executive Officer

**Acknowledged:**

**MASSACHUSETTS BUSINESS DEVELOPMENT CORPORATION**

By:   
Kenneth J. Smith, President



**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

Trademark	Reg. No.	Reg. Date	App. No	App. Date	Status
COMPU-LAST	1809834	12/04/93	74/284068	06/12/92	Registered
COMPU-LAST	1597212	05/22/90	73/834029	10/26/89	Registered
EMAX	2789683	12/02/03	78/027524	09/25/00	Registered
JONES & VINING	2223840	02/16/99	75/343078	08/18/97	Registered
JONES & VINING	4431331	11/12/13	85/800776	12/12/12	Registered
J-LITE	3750454	02/16/10	77/547229	08/14/08	Registered
JONESJUMP			86/537905	02/18/15	Application
JONESFRESH			86/537886	02/18/15	Application
JONESCORK			86/537947	02/18/15	Application
JONESFIT			86/537934	02/18/15	Application
JONESSOFT			86/537912	02/18/15	Application
JONESSPEED			86/537921	02/18/15	Application

**Service Marks, Service Mark Applications and Service Mark Licenses**

<b>Service Mark Registration Number</b>	<b>Service Mark Application Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>License</b>