

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345840

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innegra Technologies, LLC		04/17/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CCH Acquisition 2, LLC		
<b>Street Address:</b>	P.O. Box 27329		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29616		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3792472	II INNEGRITY	
<b>Registration Number:</b>	3792471	INNEGRITY	
<b>Registration Number:</b>	3792473	INNEGRA	
<b>Registration Number:</b>	4052918	INNEGRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8646759880		
<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>Phone:</b>	864-968-4124		
<b>Email:</b>	mconley@stodghill-law.com		
<b>Correspondent Name:</b>	Mary Ellen Conley		
<b>Address Line 1:</b>	35 Tedwall Court		
<b>Address Line 4:</b>	Greer, SOUTH CAROLINA 29650		
<b>NAME OF SUBMITTER:</b>	Curtis Stodghill		
<b>SIGNATURE:</b>	/Curtis Stodghill/		
<b>DATE SIGNED:</b>	06/25/2015		
<b>Total Attachments: 2</b>			
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source=Note and Security Agreement signed 041715#page2.tif			

OP \$115.00 3792472

**\$1,493,693.15 DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT**  
**Innegra Technologies, LLC, to CCH Acquisition 2, LLC**

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<b>Date of Loan:</b>	<u>April 17, 2015</u>
<b>Expiration Date:</b>	<u>April 16, 2016</u>
<b>Loan Amount:</b>	<u>\$1,493,693.15</u>
<b>Annual Interest Rate:</b>	<u>6.00%</u>
<b>Maker:</b>	<u>Innegra Technologies, LLC</u>
<b>Address:</b>	<u>270 Feaster Road</u> <u>Greenville, SC 29615</u>
<b>Creditor:</b>	<u>CCH Acquisition 2, LLC</u>
<b>Address:</b>	<u>P.O. Box 27329</u> <u>Greenville, SC 29616</u>
<b>Venue; Jurisdiction; Law:</b>	<u>Greenville County, South Carolina</u>

**Background.**

1. On September 5, 2014, Creditor loaned \$250,000.00 to provide Maker with general operating capital.
2. On October 31, 2014, Creditor loaned an additional \$350,000.00 to provide Maker with general operating capital.
3. Contemporaneous with this Note, Circle Creek Holdings, LLC (an affiliate of both Creditor and Maker) assigned to Creditor a \$500,000.00 Demand Promissory Note from Maker.
4. To date, the outstanding principal and accrued interest on all loans made by, and assigned to, Creditor due from Maker total an aggregate amount of \$1,143,693.15.
5. Maker and Creditor hereby execute this Note to (1) memorialize the total outstanding debt obligation due from Maker to Creditor; (2) reflect an additional \$350,000.00 loan remitted from Creditor to Maker on this Note's Loan Date; and (3) combine Maker's obligations under the assigned \$500,000.00 Demand Promissory Note into this Note.

**Demand Note.** Maker promises to pay the amount of loan written above together with interest accruing at the annual interest rate set forth above, compounded annually from the date of the loan, to the Creditor, or order. Principal and accrued interest shall be paid in one payment, due and payable on the earlier of (1) demand by Creditor or (2) this Note's expiration date. This Note will be past due if not received within five business days of the due date. Payments shall be made in US dollars. Maker may prepay all or a part of the amount due hereunder without penalty.

**Past Due Payments.** If any payment is past due, then Creditor, in its sole discretion, may declare all outstanding principal and accrued but unpaid interest immediately due and payable. Past due payments (whether by demand, maturity, or acceleration) will bear interest at the above-referenced interest rate plus two percent, per annum, until fully paid.

**Maker's Warranties and Waivers.** Maker warrants that all funds borrowed and evidenced by this Note are for business use. Maker waives presentment for payment, protest, notice of protest, and notice of nonpayment. Creditor may grant any indulgences with respect to Maker's obligations under this Note, but only by a written document signed by Creditor. This Note shall be interpreted and enforced in accordance

**\$1,493,693.15 DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT**  
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with the internal laws of the State indicated above, and not its conflict of laws rules. Maker has executed this Note effective as of the date of the loan.

**Security Agreement.** To secure the full and prompt payment and performance of all obligations hereunder, Maker hereby grants to Creditor a general blanket security interest in all of the right, title, and interest of Maker's personal property, including: (1) accounts, inventory, equipment, chattel paper, instruments, letters of credit, investment properties, tangible and intangible assets, and other property; (2) including substitutions, replacements, and proceeds thereof; (3) wherever located; and (4) whether now owned or hereafter acquired (collectively, **Collateral**). For all purposes, the situs of the Collateral shall be deemed to be located in the State of South Carolina, USA.


**Protection of Collateral.** Maker will defend the title to the Collateral against all claims and demands whatsoever. Maker will pay all taxes, assessments, and fees relating to the Collateral. Upon Creditor's request, Maker will furnish further assurances of title, execute any further instruments, and do any other acts necessary to effectuate the purposes and provisions of this security interest. Other than in the ordinary course of Maker's business, Maker: (1) will not sell, exchange, assign, transfer, or otherwise dispose of the Collateral; (2) will keep the Collateral free and clear of all liens, charges, encumbrances, taxes, and assessments; and (3) will not encumber, hypothecate, mortgage, create a lien on or security interest in the Collateral without the Creditor's prior written consent in each instance. The risk of loss of the Collateral at all times will be borne by Maker.

**Filing and Recording.** Maker authorizes Creditor to file or re-file any financing or continuation statements with respect to the security interest granted pursuant to this Note which at any time may be required or appropriate and even if such statements may be executed only by Creditor. Maker hereby irrevocably designates Creditor as its agent, representative, designee, and attorney-in-fact for Creditor to effectuate the purposes contemplated herein.

**Creditor's Remedies.** If Maker fails to make any payment when due, then the holder of the Note may (1) declare the Note's outstanding principal, accrued interest, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice; and (2) initiate legal proceedings and pursue any other available legal and equitable remedies. Creditor is not required to rely on the Collateral for the payment of this Note upon Maker's default, but may proceed directly against Maker in such manner as it deems desirable. None of the rights and remedies of Creditor hereunder are to be waived or affected by failure or delay to exercise them. All remedies conferred on Creditor by this Note or any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at Creditor's option. Maker consents to venue in the courts of the County and State indicated above. Maker agrees to pay all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred, or which may be incurred, by Creditor in connection with the negotiation, documentation, administration, enforcement and collection of this Note.

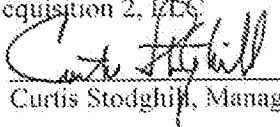
**MAKER:** Innegra Technologies, LLC

By:

  
Dean Bugner, Chief Financial Officer

**CREDITOR:** CCH Acquisition 2, LLC

By:

  
Curtis Stodghill, Manager