# H \$40.00 46467

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM349325

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vology, Inc.		07/24/2015	CORPORATION: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Harbert Mezzanine Partners II SBIC, L.P.	
Street Address:	2100 Third Avenue North, Suite 600	
City:	City: Birmingham	
State/Country:	ALABAMA	
Postal Code:	35203	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4646779	HYBRID SUPERVAR

### **CORRESPONDENCE DATA**

**Fax Number:** 4237858480

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:** 4237858295

**Email:** pliner@millermartin.com

Correspondent Name: Patricia P. Liner
Address Line 1: 832 Georgia Avenue

Address Line 2: Suite 1200 Volunteer Building

Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER:	17723-0026
NAME OF SUBMITTER:	Patricia P. Liner
SIGNATURE:	/Patricia P. Liner/
DATE SIGNED:	07/27/2015

**Total Attachments: 2** 

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MEMORANDUM OF SECURITY AGREEMENT

(Trademarks)

Pursuant to a Loan and Security Agreement dated February 17, 2011, as amended prior and subsequent to the date hereof (the "Security Agreement"), Vology, Inc., a Florida corporation, has granted to Harbert Mezzanine Partners II SBIC, L.P., a Delaware limited

partnership as collateral agent (the "Secured Party"), a continuing security interest in, and a

continuing lien upon, the Collateral (as that term is defined in the Security Agreement), including

the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and

proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with

the goodwill of the business connected with the use of and symbolized by the Trademarks. The

Secured Party's security interest in the Trademarks can be terminated only in accordance with the

terms of the Security Agreement.

Dated: July <u>24</u>, 2015

VOLOGY, INC.

# SCHEDULE 1

TITLE	DATE OF APPLICATION	DATE OF REGISTRATION	APPLICATION No.	REGISTRATION No.
Hybrid Supervar	1/10/13	11/25/14	85-819,690	4,646,779

Schedule 1

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