

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368394

<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>
FBI Buildings, Inc.		09/25/2015	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	251 North Illinois Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	banking corporation: OHIO		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86178226	FBI BUILDINGS	
<b>Serial Number:</b>	86178220	FBI BUILDINGS	
<b>Serial Number:</b>	86178214	FBI BUILDINGS	
<b>Serial Number:</b>	86178209	FBI BUILDINGS	
<b>Serial Number:</b>	85010768	EASYMOTION	
<b>Serial Number:</b>	75360739	FBI	
<b>Serial Number:</b>	75360742	FBI	
<b>Serial Number:</b>	75360743	FBI BUILDINGS	
<b>Serial Number:</b>	75360897	FBI BUILDINGS, INC.	
<b>Serial Number:</b>	85977824	SUMMIT LIVESTOCK FACILITIES	
<b>Serial Number:</b>	85977823	SUMMIT LIVESTOCK FACILITIES	
<b>Serial Number:</b>	85395605	SUMMIT LIVESTOCK FACILITIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172371000		
<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>	317-237-1089		
<b>Email:</b>	tmindy@faegrebd.com,ashley.moore@faegrebd.com,louis.perry@faegrebd.com		

CH \$315.00 86178226

**Correspondent Name:** Louis T. Perry  
**Address Line 1:** 300 N. Meridian Street  
**Address Line 2:** Suite 2700  
**Address Line 4:** Indianapolis, INDIANA 46204

**ATTORNEY DOCKET NUMBER:** FBI BUILDINGS, INC.

**NAME OF SUBMITTER:** Louis T. Perry

**SIGNATURE:** /Louis T. Perry/

**DATE SIGNED:** 01/07/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated effective as of the 25th day of September, 2015, by and among FBI BUILDINGS, INC., an Indiana corporation ("Grantor"), and FIFTH THIRD BANK, an Ohio banking corporation ("Bank").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 26, 2012 (as amended to date and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between Grantor and Bank, Bank has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Bank is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of November 26, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by Grantor in favor of Bank; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law involving Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and

"including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash or immediately available funds of all of the Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under any Rate Management Agreement) other than (i) unasserted contingent indemnification Obligations, (ii) any Obligations under any Rate Management Agreement that, at such time, are allowed by the applicable counterparty to such Rate Management Agreement to remain outstanding without being required to be repaid, and (iii) outstanding Bank Product Obligations or Obligations under any Letter of Credit that have been cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record (as defined in the UCC).

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF MARION, STATE OF INDIANA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT BANK'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE BANK ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. BANK AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. BANK AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

**GRANTOR:**

FBI BUILDINGS, INC.,  
an Indiana corporation

By: Robert E. Lehman  
Robert E. Lehman, Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**BANK:**

FIFTH THIRD BANK  
an Ohio banking corporation

By: \_\_\_\_\_  
Thomas C. Witt, Senior Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005704 FRAME: 0902**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

**GRANTOR:**

FBI BUILDINGS, INC.,  
an Indiana corporation

By: \_\_\_\_\_  
Robert E. Lehman, Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**BANK:**

FIFTH THIRD BANK  
an Ohio banking corporation

By: Thomas C. Witt, SOP  
Thomas C. Witt, Senior Vice President



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Reg. Date</b>
FBi Buildings, Inc.	USA	FBi Buildings	86/178,226	September 9, 2014
FBi Buildings, Inc.	USA	FBi Buildings	86/178,220	September 9, 2014
FBi Buildings, Inc.	USA	FBi Buildings	86/178,214	September 9, 2014
FBi Buildings, Inc.	USA	FBi Buildings	86/178,209	September 9, 2014
FBi Buildings, Inc.	USA	EasyMotion	85,010,768	May 31, 2011
FBi Buildings, Inc.	USA	FBi	75,360,739	September 7, 1999
FBi Buildings, Inc.	USA	FBi and design showing FBi	75,360,742	June 1, 1999
FBi Buildings, Inc.	USA	FBi Buildings and design showing FBi Buildings	75,360,743	June 22, 1999
FBi Buildings, Inc.	USA	FBi Buildings, Inc.	75,360,897	June 22, 1999
FBi Buildings, Inc.	USA	Summit Livestock Facilities	85,977,824	April 8, 2014
FBi Buildings, Inc.	USA	Summit Livestock Facilities	85,977,823	August 27, 2013
FBi Buildings, Inc.	USA	Summit Livestock Facilities	85,395,605	April 1, 2014