

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHWEST MEDIA GROUP, LLC		01/12/2016	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	IBERIABANK, AS ADMINISTRATIVE AGENT		
Street Address:	4894 POPLAR AVE		
City:	MEMPHIS		
State/Country:	TENNESSEE		
Postal Code:	38117		
Entity Type:	BANKING INSTITUTION: LOUISIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4350029	PLAN · BUILD · MAINTAIN	
CORRESPONDENCE DATA			
Fax Number:	9013747499		
<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:	901-525-6781		
Email:	rnichol@evanspetree.com		
Correspondent Name:	Richard EM Nichol, Jr.		
Address Line 1:	1000 Ridgeway Loop Rd		
Address Line 2:	Ste 200		
Address Line 4:	Memphis, TENNESSEE 38120		
ATTORNEY DOCKET NUMBER:	21011-30012		
NAME OF SUBMITTER:	RICHARD EM NICHOL JR		
SIGNATURE:	/RICHARD EM NICHOL JR/		
DATE SIGNED:	01/15/2016		
Total Attachments: 5			
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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, SOUTHWEST MEDIA GROUP, LLC, a Tennessee limited liability company; **MINDSTREAM MEDIA, LLC**, a Tennessee limited liability company; **MARC USA, LLC**, a Pennsylvania limited liability company; **EASTPORT HOLDINGS, LLC**, a Tennessee limited liability company; and **MINDSTREAM INTERACTIVE, LLC**, a Tennessee limited liability company (collectively, the “Pledgors”) are the owners of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and are the owners of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

WHEREAS, the Pledgors and certain of their affiliates have entered into that certain Fifth Amended and Restated Loan and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Loan Agreement”), dated as of January 12, 2016, in which the Pledgors have agreed with IBERIABANK, as Administrative Agent (the “Administrative Agent”), with offices at 4894 Poplar Avenue, Memphis, Tennessee 38117, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as defined in the Loan Agreement), each Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the business symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Administrative Agent under the Loan Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Loan Agreement, which are incorporated herein by this reference.

[Signature pages follow]

PLEDGOR:

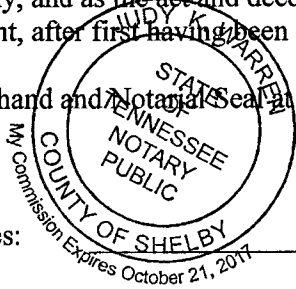
EASTPORT HOLDINGS, LLC

By: [Signature]
Name: Homer C. Patton, Jr.
Title: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, Homer C. Patton, Jr., who acknowledged to me that he is the President of **Eastport Holdings, LLC**, a Tennessee limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

WITNESS my hand and Notarial Seal at office this 13th day of January, 2016.



[Signature]
Notary Public

My Commission Expires:

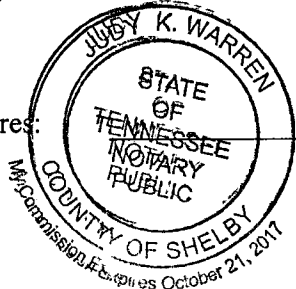
MINDSTREAM INTERACTIVE, LLC

By: [Signature]
Name: Jeffrey B. Presley
Title: Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, Jeffrey B. Presley, who acknowledged to me that he is the Secretary of **Mindstream Interactive, LLC**, a Tennessee limited liability company, and that for and on behalf of said company and as the act and deed of said company, he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

WITNESS my hand and Notarial Seal at office this 13th day of January, 2016.



[Signature]
Notary Public

My Commission Expires:

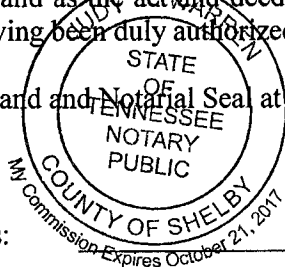
SOUTHWEST MEDIA GROUP, LLC

By: [Signature]
Name: Homer C. Patton, Jr.
Title: Chairman of the Board

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, Homer C. Patton, Jr., who acknowledged to me that he is the Chairman of the Board of **Southwest Media Group, LLC**, a Tennessee limited liability company, and that for and on behalf of said company and as the act and deed of said company, he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

WITNESS my hand and Notarial Seal at office this 12th day of January, 2016.



[Signature]
Notary Public

My Commission Expires: _____

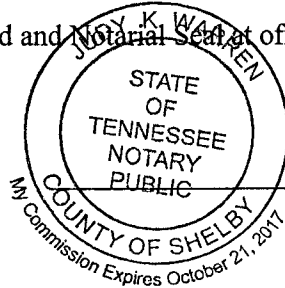
MARC USA, LLC

By: [Signature]
Name: Homer C. Patton, Jr.
Title: Chairman of the Board

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, **Homer C. Patton, Jr.**, who acknowledged to me that he is the Chairman of the Board of **Marc USA, LLC**, a Tennessee limited liability company, and that for and on behalf of said company and as the act and deed of said company, he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

WITNESS my hand and Notarial Seal at office this 12th day of January, 2016.



[Signature]
Notary Public

My Commission Expires: _____

MINDSTREAM MEDIA, LLC

By: _____

Name: Homer C. Patton, Jr.

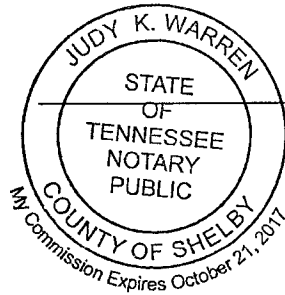
Title: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, **Homer C. Patton, Jr.**, who acknowledged to me that he is the Chairman of the Board of Directors of **Mindstream Media, LLC**, a Tennessee limited liability company, and that for and on behalf of said company and as the act and deed of said company, he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.




WITNESS my hand and Notarial Seal at office this 3rd day of January, 2016.

My Commission Expires:



Judy K. Warren
Notary Public

**SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Registration or Serial Number</u>	<u>Registration or Filing Date</u>	<u>Owned by</u>	<u>Country</u>
PLAN · BUILD · MAINTAIN	4350029	10/17/2012	Southwest Media Group, LLC	USA
	4578982	08/05/2014	Mindstream Media LLC	USA
WEZOG	3454961	06/24/2008	Marc USA, LLC	USA
M &  design	3470541	07/22/2008	Marc USA, LLC	USA
INCIGHT	4702343	03/17/2015	Marc USA, LLC	USA
DIGITAL ADDIX	4851951	11/10/2015	Eastport Holdings, LLC	USA
MINDSTREAM INTERACTIVE	86216943	03/10/2014	Eastport Holdings, LLC	USA
AVIATECH & design 	3992046	4/28/2010	Mindstream Interactive, LLC	USA

PATENTS AND PATENT APPLICATIONS

None

4832-0051-1276, v. 1

Schedule A to Grant of Security Interest in Patents and Trademarks

RECORDED: 01/15/2016

TRADEMARK
REEL: 005710 FRAME: 0534