

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AID Atlanta, Incorporated		03/14/2016	Non-Profit Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3010032	AIDS WALK ATLANTA	
CORRESPONDENCE DATA			
Fax Number:	2134306407		
<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:	213-430-6350		
Email:	schoi@omm.com		
Correspondent Name:	Sunna Choi, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	400 South Hope Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	918120-381		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/Alexandra C. Echery/		
DATE SIGNED:	03/14/2016		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

March 14, 2016

WHEREAS, AID ATLANTA, INCORPORATED, a Georgia nonprofit corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Third Party Security Agreement, dated as of the date hereof, executed by Grantor in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Bank**”) (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor has created in favor of Bank a security interest in, and Bank has become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Bank pursuant to the Security Agreement, Grantor hereby grants to Bank a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more

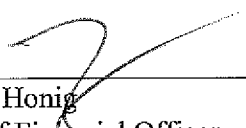
fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has duly executed this Grant of Trademark Security Interest as of the date first written above.

AID ATLANTA, INCORPORATED

By: 
Name: Michael Weinstein
Title: President

By: 
Name: Lyle Honig
Title: Chief Financial Officer

**SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST**

Recorded Owner	Country	Trademark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
AID Atlanta, Incorporated.	U.S.	AIDS WALK ATLANTA	12/8/03	76/564035	11/1/05	3010032	Registered