

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Insurance Network, Inc.		08/09/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	First Bank		
Street Address:	340 Commerce Avenue, Suite 17B		
City:	Southern Pines		
State/Country:	NORTH CAROLINA		
Postal Code:	28387		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4375514	SMART START	
Registration Number:	3970041	SMART CHOICE	
Registration Number:	3973602	SMART CHOICE	
Registration Number:	3641162	SMART CHOICE	
Registration Number:	2874858	PEAK PERFORMANCE AGENCY	
CORRESPONDENCE DATA			
Fax Number:	336-478-11		
<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:	336-478-1138		
Email:	srh@crlaw.com		
Correspondent Name:	Susan R. Hayes		
Address Line 1:	235 N. Edgeworth Street		
Address Line 4:	Greensboro, NORTH CAROLINA 27402		
NAME OF SUBMITTER:	Susan R. Hayes		
SIGNATURE:	/Susan R. Hayes/		
DATE SIGNED:	08/16/2016		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of the 9th day of August, 2016, between WORLDWIDE INSURANCE NETWORK, INC., a North Carolina corporation (the "Debtor"), and FIRST BANK, a North Carolina banking corporation (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to that certain Business Loan Agreement, dated of even date herewith (such Business Loan Agreement, as it may be amended, modified, supplemented or restated from time to time, being herein called the "Loan Agreement"), pursuant to which Secured Party has agreed to make loans and advances and extend credit to Debtor, all as more particularly described therein; and

WHEREAS, pursuant to a Security Agreement, dated of even date herewith (such Security Agreement, as it may be amended, modified, supplemented or restated from time to time, being herein called the "Security Agreement"), Debtor has granted Secured Party a security interest in all of its general intangibles, whether now owned or hereafter acquired, including, without limitation, all trademarks registered in the United States Patent and Trademark Office, together with the goodwill of the business in connection with which such trademarks may be used and the royalties and other fees which become due for the use of such trademarks; and

WHEREAS, to better secure Secured Party in respect of the foregoing, Debtor has agreed to execute and deliver this Agreement for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Debtor agrees with Secured Party as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Indebtedness, Debtor hereby assigns, grants, transfers and conveys to Secured Party, a security interest in, all of Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing

identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles (as defined in the Uniform Commercial Code as enacted in the State of North Carolina) related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of Debtor. Debtor represents, warrants and covenants that:

(a) The Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral;

(d) Debtor will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. Visits and Inspections. Debtor hereby grants to Secured Party and its employees and agents the right on prior notice to Debtor to visit Debtor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. Restrictions on Future Agreements. Debtor agrees that, until all of the Indebtedness have been satisfied in full and the Loan Agreement has been terminated in writing, it will not without Secured Party's prior written consent, enter into any agreement which is inconsistent with Debtor's duties under this Agreement, and Debtor further agrees that it will not take any action, or permit any

action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Secured Party under this Agreement. Notwithstanding the foregoing or otherwise herein, Debtor may refrain from taking, or shall be permitted to take, as the case may be, any actions with respect to Trademark Collateral which it determines in its good faith commercially reasonable business judgment not to be useful to its business or worth protecting or maintaining (including without limitation by abandoning, failing to defend or maintain or causing any such Trademark Collateral to become unenforceable, abandoned, invalidated or publicly available).

6. After-Acquired Trademark Rights. If, before the Indebtedness have been satisfied in full, Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of Section 1 hereof shall automatically apply thereto, and Debtor shall give to Secured Party prompt notice thereof in writing. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under Section 1 hereof or this Section 6.

7. Debtor's Rights Prior to Event of Default. Unless and until there shall have occurred and be continuing an Event of Default, Debtor shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Secured Party under the Uniform Commercial Code as enacted in the State of North Carolina. Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. Power of Attorney. Debtor hereby makes, constitutes and appoints Secured Party and any officer or agent of Secured Party as Secured Party may select as Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else as necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated in writing.

10. Release of Security Interest. At such time as all of the Indebtedness shall have been satisfied and paid in full, Secured Party shall execute and deliver to Debtor, at Debtor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Secured Party's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with

the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the amount of the Indebtedness and shall bear interest at the rate prescribed in the Loan Agreement.

12. Litigation and Proceedings.

(a) Debtor shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until the Indebtedness shall have been paid in full and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by Debtor. Debtor shall not abandon any right to file a trademark application, or any pending trademark application or trademark, other than those discontinued or abandoned in the ordinary course of business without the consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral, to enforce the Trademarks, and any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred in the exercise of its rights under this Section 12. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Secured Party declines to institute suit.

13. Secured Party May Perform. If Debtor fails to comply with any of its obligations hereunder, Secured Party may do so in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor agrees to reimburse Secured Party in full for all expenses, including reasonable attorney's fees, incurred by Secured Party in prosecuting, defending or maintaining the Trademarks or Secured Party's interest therein pursuant to this Agreement.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Notices. All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be effective when actually delivered, when actually received by

telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee as follows:

- (a) If to the Secured Party, at: First Bank
340 Commerce Avenue, Suite 17B
Southern Pines, NC 28387
Attention: Legal Division
Facsimile No. 910-246-0110

- (b) If to Debtor, at: Worldwide Insurance Network, Inc.
4121 Beechwood Drive
Greensboro, NC 27410
Attention: President
Facsimile No. _____


or to such other address as each party may designate for itself by notice given in accordance with this Section 17. Any written notice or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

18. Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW) AND DECISIONS OF THE STATE OF NORTH CAROLINA.

[Signatures Appear On Next Page]

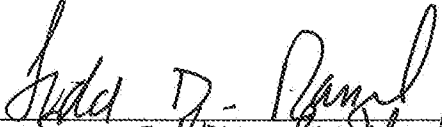
WITNESS the execution hereof on the day and year first above written.

WORLDWIDE INSURANCE NETWORK, INC.
("Debtor")

By: 

Andrew Caldwell, President

FIRST BANK
("Secured Party")

By: 
Title: Senior Vice President

[Notaries Appear On Next Page]

STATE OF NC

COUNTY OF Guilford

I, Elizabeth R. Dennis, a Notary Public of the State and County aforesaid, certify that Andrew Caldwell personally appeared before me this day and acknowledged that he is President of WORLDWIDE INSURANCE NETWORK, INC., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in the company's name.

WITNESS my hand and official stamp or seal, this 9 day of ~~June~~ ^{August}, 2016.



Elizabeth R. Dennis
Notary Public
My Commission Expires: 6/6/2020

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that (s)he is _____ of FIRST BANK, a North Carolina banking corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this _____ day of June, 2016.

Notary Public
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that Andrew Caldwell personally appeared before me this day and acknowledged that he is President of WORLDWIDE INSURANCE NETWORK, INC., a North Carolina corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in the company's name.

WITNESS my hand and official stamp or seal, this _____ day of June, 2016.

Notary Public
My Commission Expires: _____

STATE OF North Carolina

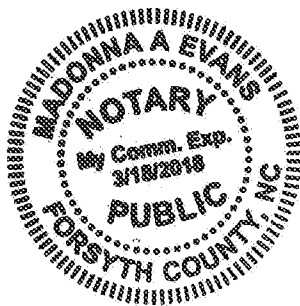
COUNTY OF GUILFORD

I, MADONNA A. EVANS, a Notary Public of the State and County aforesaid, certify that TODD D. RUSSELL personally appeared before me this day and acknowledged that (s)he is Se. Vice President of FIRST BANK, a North Carolina banking corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this 15th day of August, 2016.


Madonna A. Evans

Notary Public
My Commission Expires: 3-18-2018



Schedule A

Trademarks and Trademark Applications

Serial #	Registration #	Registration Date	Word Mark	Live/Dead	Goods and Services
1.	85787503	4375514	7/30/2013	SMART START	LIVE IC 036. US 100 101 102. G & S: Insurance services, namely, arranging for independent insurance agents to represent insurance companies not otherwise represented. FIRST USE: 20111215. FIRST USE IN COMMERCE: 20111215.
2.	85142489	3970041	5/31/2011	SMART CHOICE	LIVE IC 035. US 100 101 102. G & S: ASSOCIATION SERVICES, NAMELY, PROMOTING THE GENERAL INTERESTS OF INDEPENDENT INSURANCE AGENCIES. FIRST USE: 19980131. FIRST USE IN COMMERCE: 19980131
3.	85142476	3973602	6/7/2011	SMART CHOICE	LIVE IC 036. US 100 101 102. G & S: Insurance services, namely, arranging for independent insurance agents to represent insurance companies not otherwise represented. FIRST USE: 19980121. FIRST USE IN COMMERCE: 19980121
4.	78407972	3641162	6/16/2009	Smart Choice Design Mark 	LIVE IC 035. US 100 101 102. G & S: ASSOCIATION SERVICES, NAMELY, PROMOTING THE GENERAL INTERESTS OF INDEPENDENT INSURANCE AGENCIES. FIRST USE: 20040426. FIRST USE IN COMMERCE: 20040426
5.	78287397	2874858	8/17/2004	PEAK PERFORMANCE AGENCY	LIVE IC 036. US 100 101 102. G & S: Business consultation services in the field of insurance. FIRST USE: 20030600. FIRST USE IN COMMERCE: 20030600