

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418279

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	103676151		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRY TOLER		09/23/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	VERITEX COMMUNITY BANK		
Street Address:	4300 NORTH BELT LINE ROAD		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4453835	EVERY BID WINS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	469-209-8326		
Email:	BECKY@COLVENANDTRAN.COM		
Correspondent Name:	COLVEN, TRAN & MEREDITH, P. C.		
Address Line 1:	1401 BURNHAM DRIVE		
Address Line 4:	PLANO, UNITED STATES 75093		
ATTORNEY DOCKET NUMBER:	9038.105		
NAME OF SUBMITTER:	Becky Tran		
SIGNATURE:	/Becky Tran/		
DATE SIGNED:	03/03/2017		
Total Attachments: 5			
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source=Trademark Security Agmt#page1.tif			
source=Trademark Security Agmt#page2.tif			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TERRY TOLER

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) U.S. - ARKANSAS

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) SEPTEMBER 23, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VERITEX COMMUNITY BANK

Street Address: 4300 NORTH BELT LINE ROAD

City: IRVING

State: TX

Country: USA Zip: 75038

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other BANK Citizenship TEXAS

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4453835

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

EVERY BID WINS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: COLVEN, TRAN & MEREDITH, P.C.

Internal Address: _____

Street Address: 1401 BURNHAM DRIVE

City: PLANO

State: TX Zip: 75093

Phone Number: (469) 209-8326

Docket Number: _____

Email Address: BECKY@COLVENANDTRAN.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

3/3/2017

Date

BECKY TRAN, ATTORNEY-IN-FACT OF VERITEX COMMUNITY BANK

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 005996 FRAME: 0376**

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Trademark Security Agreement") is made and entered into effective as of September 23, 2016 by and between **VERITEX COMMUNITY BANK** (the "Secured Party"), whose address is 4300 North Belt Line Road, Irving, Texas 75038, and **TERRY TOLER** (the "Debtor"), whose address is 123 Hidden Eagle Terrace, Hot Springs, Arkansas 71901.

RECITALS

WHEREAS, SUCCESS DYNAMICS, INC., a Delaware corporation (the "Borrower") has executed and delivered to Secured Party a promissory note of even date herewith in the original principal amount of one Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00) (the "Note"), evidencing a loan made or to be made by Lender to Borrower (individually and collectively referred to as the "Loan"), pursuant to a Loan Agreement of even date herewith; and

WHEREAS, Borrower is directly or indirectly owned in whole or in part by Debtor and Debtor derives or expects to derive, directly or indirectly, substantial income and benefits from the operations and profits generated by Borrower;

WHEREAS, under the terms of the Loan Agreement, Debtor has personally guaranteed the payment and performance of the Borrower under the Note via that certain Unconditional Guarantee of even date herewith (the "Guaranty"); and

WHEREAS, the Debtor wishes to grant the Secured Party a security interest in his technology, information, documentation, trade secrets, inventions, source code, object code, and other similar and related things necessary in order to secure the payment and performance of the Borrower under the Note;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Collateral.** For purposes of this Security Agreement, "Collateral" shall mean and refer to any and all of Debtor's present and future right, title and interest in and to the following items, together with any and all rights corresponding or similar to the following items under applicable law:
 - (a) All patents, patent applications, and like protection, including, without limitation, improvements, diversions, continuations, renewals, reissues and extensions thereof now existing or hereafter filed, issued, or acquired (the "Patents");
 - (b) All inventions now owned by Debtor or hereafter made, created, or acquired by or for Debtor whether or not any of said inventions are patentable, including, without limitation, those inventions disclosed and/or claimed in Debtor's patents and patent applications (the "Inventions");

- (c) All works of authorship, copyrights, copyright applications, copyright registrations, and like protection, including, without limitation, renewals, rights of termination, continuations, divisions, and extensions thereof, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law ("Copyrights");
- (d) All rights of action on account of past, present and future unauthorized use or infringement of any of said Inventions, Patents, or Copyrights;
- (e) All customer lists, trade secrets, business records, license rights, and agreements, whether Debtor is a licensor or licensee, license fees, royalties, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, and all assets associated with Debtor's Patents, Inventions, Copyrights, or Trademarks (as defined in subparagraph (i) below);
- (f) All income, royalties, damages, and payments relating to Debtor's Patents, Inventions, Copyrights, and Trademarks, now or hereafter due and/or payable, including, without limitation, damages and payments for past or future infringement of any rights conveyed hereunder;
- (g) All foreign rights corresponding to the above described rights, including, without limitation, those available by treaty and reciprocity;
- (h) All of the proceeds and products of any of the foregoing (the assets enumerated in subparagraphs (a) through (h) being hereinafter collectively referred to as the "Intellectual Property Assets");
- (i) All trademarks, service marks, trade names, trademark applications, trademark registrations, service mark registrations, trade name registrations, rights analogous to trademark and service mark rights, and like protection, including, without limitation, renewals, divisions and extensions thereof, now existing or hereafter arising, created or acquired by Debtor (the "Trademarks");
- (j) All rights of action on account of past, present and future unauthorized use or infringement of any said trademarks;
- (k) The entire goodwill of the business of Debtor connected with and symbolized by the Trademarks and other intangibles of Debtor.

2. **Grant of Security Interest.** For valuable consideration, the Debtor hereby grants to the Secured Party a continuing first priority security interest in the Collateral.

3. **Obligations Secured.** This Trademark Security Agreement and the security interest created hereby are given for the purpose of securing Borrower's performance of all obligations of the Borrower to the Secured Party under the Note, or Debtor under the Guaranty

or this Trademark Security Agreement. All obligations secured hereby are hereinafter collectively referred to as the "Obligations."

4. **Rights to Collateral.** So long as there is no event of default under the Note or this Trademark Security Agreement, the Debtor shall retain possession and have full legal and beneficial ownership of the Collateral and shall have the benefit of any increase and bear the risk of any decrease in the value of the Collateral. Debtor shall pay all taxes or other charges assessable against it upon or with respect to such Collateral or any income or distributions therefrom.

5. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the 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.

6. **Loan Guaranty.** The Note secured by this Agreement was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA guidelines:

- (a) When the SBA is the holder of the Note, this Agreement and all documents evidencing or securing the Note will be construed in accordance with federal law.
- (b) Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. Neither Debtor nor any guarantor may claim or assert against the SBA any local or state law to deny any obligation of Debtor or defeat any claim of the SBA in respect to the Note and this Agreement.

Any clause in this Agreement requiring arbitration is not enforceable when the SBA is the holder of the Note secured by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

DEBTOR:



Terry Toler

SECURED PARTY:

VERITEX COMMUNITY BANK

By: _____
Don Johnson, Senior Vice President

SCHEDULE I

Existing and Pending Trademarks

The following existing and pending trademarks are owned by Debtor:

COUNTRY	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE	MARK
USA	Serial No. 85874005 Registration No. 4453835	12/24/2013	Every Bid Wins