## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM427086

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NISOLO, LLC		05/09/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	FIRSTBANK	
Street Address:	1817 West End Avenue	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37203	
Entity Type:	Banking Corporation: TENNESSEE	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4808476	NISOLO
Registration Number:	4808475	NISOLO
Registration Number:	4808474	NISOLO
Registration Number:	4338370	NISOLO
Registration Number:	4209146	NÍSOLO

#### **CORRESPONDENCE DATA**

6152482954 Fax Number:

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.

Phone: 615-742-7944

Email: trademarks@bassberry.com

**Correspondent Name:** Martha B. Allard Address Line 1: 150 3rd Ave. S. Address Line 2: **Suite 2800** 

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	110687-104
NAME OF SUBMITTER:	Martha B. Allard
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	05/10/2017

# **Total Attachments: 5**source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of May 9, 2017 by and between NISOLO, LLC, a Delaware limited liability company (the "Grantor"), having their chief executive office at 1803 9<sup>th</sup> Avenue North, Nashville, TN 37208, and FIRSTBANK, a Tennessee banking corporation, as Lender (the "Lender"), with offices at 1817 West End Avenue, Nashville, Tennessee 37203, is entered into in connection with that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantors, the Guarantor (as defined in the Loan Agreement), and the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Lender, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in <u>Schedule A</u> (collectively, "<u>Trademarks</u>"),
  - (ii) all renewals or extensions of the foregoing, and
- (iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

NISOLO, LLC, as Grantor

Mamer

Old Exalise office

[Signature Pages Continue]

STATE OF TENNESSEE )	
COUNTY OF	
Personally appeared before me, the undersigned, a the State and County aforesaid, which would with who acknowledged that she executed the within instrume and who further acknowledged that she is the	nom I am personally acquainted, and nt for the purposes therein contained, of NISOLO, LLC, a
WITNESS MY HAND, at office, thisday of_	<u>May</u> , 2017.
	Latale Resort (seal)
Notacy Pe	SOLULIA SOLULIA
My Commission Expires:	
9/10/2018	

[Signature Pages Continue]

Agreed and Accepted as of the date first written above.

FIRSTBANK, as Lender

Name:

Title: Via President

# Schedule A

## **Trademarks**

Owner	Trademark	Registration Number	Registration Date
Nisolo, LLC	Nisolo	4808476	September 8, 2015
Nisolo, LLC	Nisolo	4808475	September 8, 2015
Nisolo, LLC	Nisolo	4808474	September 8, 2015
Nisolo, LLC	Nisolo	4338370	May 21, 2013
Nísolo, LLC	Nisolo	4209146	May 21, 2013

20525878.2

**RECORDED: 05/10/2017**