TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM451388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H. A. Eckhart & Associates, Inc.		11/14/2017	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Pinnacle Bank	
Street Address:	150 3rd Avenue South	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37201	
Entity Type:	banking corporation: TENNESSEE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87660889	FLEXCHECK
Serial Number:	87570831	ECKHART

CORRESPONDENCE DATA

Fax Number: 6152482954

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 150 3rd Ave. S. Address Line 1: Address Line 2: **Suite 2800**

Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	121621-101
NAME OF SUBMITTER:	Martha B. Allard
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	11/17/2017

Total Attachments: 4

source=20171114 Eckhart-Pinnacle Trademark SA#page1.tif source=20171114 Eckhart-Pinnacle Trademark SA#page2.tif

> **TRADEMARK** REEL: 006208 FRAME: 0442

source=20171114 Eckhart-Pinnacle Trademark SA#page3.tif source=20171114 Eckhart-Pinnacle Trademark SA#page4.tif

TRADEMARK
REEL: 006208 FRAME: 0443

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 14, 2017, by and between H.A. ECKHART & ASSOCIATES, INC., a Michigan corporation (the "Grantor"), having an office and place of business at c/o LFM Capital, LLC, 1312 3rd Avenue North, Nashville, Tennessee 37208, and PINNACLE BANK, a Tennessee banking corporation (the "Lender"), having an office and place of business at 150 3rd Avenue South, Nashville, Tennessee 37201, entered into in connection with that certain Amended and Restated Credit Agreement dated July 29, 2016, by and between the Grantor and the Lender, as amended by First Amendment to Amended and Restated Credit Agreement dated May 19, 2017, and by Second Amendment to Amended and Restated Credit Agreement dated September 1, 2017 (as heretofore or hereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, a continuing security interest in all of the 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 the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

The rights and remedies of the Lender with respect to the security interest granted herein are those set forth in the Credit Agreement and the Security Agreement, the provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement and the Security Agreement, as applicable, shall govern.

[Signature Page Follows]

TRADEMARK REEL: 006208 FRAME: 0444 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

H.A. ECKHART & ASSOCIATES, INC., as Grantor

Name:

Frederic W. Reisner

Title: <u>Vice President</u>

STATE OF TENNESSEE

SS

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Freder of Merisary, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vick President of H.A. Eckhart & Associates, Inc., a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS MY HAND, at office, this My day of Warener

____, 2017.

Notary Public

My Commission Expires:

5-6-2019

SEAL



[Signature pages continue]

Agreed to and accepted as of the date first written above.

PINNACLE BANK, as Lender

By:	Marson D Poscott
Name:	Thomas G Hoady"
Title:	\$ VA

Schedule A

Trademarks

Owner	Trademark	Ser. No. Reg. No.	Filing Date Reg. Date
H.A. Eckhart & Associates, Inc.	FLEX@HECK	87/660,889	10/26/2017
H.A. Eckhart & Associates, Inc.	E CKHART	87/570,831	8/16/2017

TRADEMARK REEL: 006208 FRAME: 0447

RECORDED: 11/17/2017