TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEH, Inc.		12/13/2017	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	Cadence Bank, N.A.
Street Address:	2800 POST OAK BOULEVARD, SUITE 3800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86325239	KEH CERTIFIED PRE-OWNED
Serial Number:	86324683	
Registration Number:	4802148	KEH
Registration Number:	4798036	THE SMARTER WAY TO BUY AND SELL
Registration Number:	4793101	KEH
Registration Number:	4379867	KEH CAMERA
Registration Number:	4379864	KEH CAMERA

OP $190.00 86325239

CORRESPONDENCE DATA

Fax Number: 7135909602

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: 7135909600
Email: kjaasma@ewingjones.com
Correspondent Name: Keith Jaasma, Ewing & Jones, PLLC
Address Line 1: 6363 Woodway Drive, Suite 1000
Address Line 4: Houston, TEXAS 77057

NAME OF SUBMITTER:	Keith Jaasma
SIGNATURE:	/Keith Jaasma/
DATE SIGNED:	12/14/2017

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is executed effective the 13th day of December, 2017, by **KEH, INC.**, a Georgia corporation ("Debtor"), whose principal place of business and chief executive office is located at 4900 Highlands Parkway SE, Smyrna, Georgia 30082, and **CADENCE BANK, N.A.**, a national banking association ("Secured Party"), with offices at 2800 Post Oak Boulevard, Suite 3800, Houston, Texas 77056. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Loan Agreement dated of even date herewith executed by Debtor and Secured Party, and all modifications, renewals, extensions, amendments, restatements and rearrangements thereof (the "Loan Agreement"), except as otherwise set forth herein.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Loan Agreement, Debtor and Secured Party have entered into that certain Security Agreement dated as of the effective date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, Debtor has granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor pursuant to the terms of the Security Agreement, and is executing this IP Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

SECTION 1. Grant of Security. Debtor hereby grants to Secured Party a security interest in the trademark applications filed with and the trademark registrations issued by the United States Patent and Trademark Office listed in Exhibit A attached hereto (the "Collateral"). Debtor hereby represents and warrants that it owns all rights, title, and interest in the foregoing Collateral and it has not otherwise assigned or encumbered the Collateral. Notwithstanding anything to the contrary herein, the Collateral does not include (a) any United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral, nor (b) any Excluded Property (as such term is defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the payment of the "Obligations," as such term is defined in the Security Agreement. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by Debtor to Secured Party under the Security Instruments but

for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Borrowers.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Debtor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement. Debtor agrees to execute any and all additional documents necessary to record Secured Party's security interest with the United States Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES), AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE IN TEXAS.

SECTION 7. Severability. If any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. **STATUTE OF FRAUDS. THE LOAN AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH CONSTITUTE THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[Signature page follows]

TRADEMARK
REEL: 006228 FRAME: 0210

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

DEBTOR:

KEH, INC.

By: _____
Joseph Castiglione,
Chief Executive Officer

SECURED PARTY:

CADENCE BANK, N.A.

By: _____
Emily Loomis, Vice President

Signature Page of Intellectual Property Security Agreement

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SECURED PARTY:

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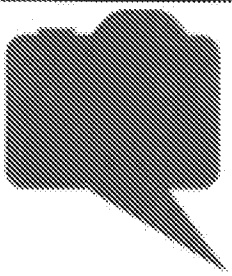
By: _____
Emily Loomis, Vice President

Signature Page of Intellectual Property Security Agreement

Exhibit A

Serial Number	Registration Number	Trademark
86325239		KEH CERTIFIED PRE-OWNED
86324533	4802148	KEH
86324645	4798036	THE SMARTER WAY TO BUY AND SELL
86324624	4793101	KEH
85810045	4379867	KEH CAMERA
85810024	4379864	KEH CAMERA
86324683		 Design only

Signature Page of Intellectual Property Security Agreement