

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chattanooga, LLC		10/05/2018	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76077959	THE CHATTANOOGAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023461148		
<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>			
<b>Phone:</b>	4023466000		
<b>Email:</b>	trademarks.stephenson@kutakrock.com		
<b>Correspondent Name:</b>	Patrick C. Stephenson		
<b>Address Line 1:</b>	1650 Farnam Street		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		
<b>NAME OF SUBMITTER:</b>	Patrick C. Stephenson		
<b>SIGNATURE:</b>	/Patrick C. Stephenson/		
<b>DATE SIGNED:</b>	12/28/2018		
<b>Total Attachments: 4</b>			
source=Short Form IP Security Agreement#page1.tif			
source=Short Form IP Security Agreement#page2.tif			
source=Short Form IP Security Agreement#page3.tif			
source=Short Form IP Security Agreement#page4.tif			

OP \$40.00 76077959

## SHORT-FORM IP SECURITY AGREEMENT

THIS **SHORT-FORM IP SECURITY AGREEMENT** (this "*Short Form Agreement*") is made and entered into as of October 5, 2018 by **CHATTANOOGAN, LLC**, a Tennessee limited liability company ("*Debtor*"), for the benefit of **WESTERN ALLIANCE BANK**, an Arizona corporation ("*Lender*"), as the secured party.

### PRELIMINARY STATEMENTS:

Pursuant to a Loan Agreement dated as of the date of this Agreement between Lender and Debtor (as the same may be amended, supplemented, extended or renewed from time to time, the "*Loan Agreement*"), Lender has agreed to make certain loans to Debtor described in the Loan Agreement (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

Debtor and Lender have agreed to enter into this Short Form Agreement to evidence the grant of the security interests in Debtor's Intellectual Property to Lender and certain other rights with respect to Debtor's Intellectual Property, subject to the terms, provisions and conditions of the Loan Documents.

### AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Loan Documents, as collateral security for the prompt and complete payment and performance of the Obligations, Debtor hereby grants to Lender a security interest in and Lien upon all of Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of the Debtor connected with the use of and symbolized by the trademarks.

2. Grant of License. For the purpose of enabling Lender to exercise rights and remedies under the Security Agreement and the other Loan Documents (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as Lender shall be lawfully entitled to exercise such rights and remedies, Debtor hereby grants to Lender an irrevocable, nonexclusive, worldwide license in the Intellectual Property (exercisable without payment of royalty or other compensation to Debtor), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by Debtor and access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof.

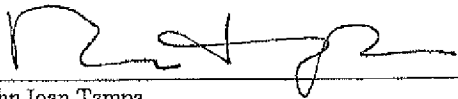
3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Security Agreement and the Loan Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Security Agreement or the Loan Agreement in any respect.

4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

EXECUTED as of the date written on the first page of this Short Form Agreement.

**BORROWER:**

CHATTANOOGAN, LLC, a Tennessee limited liability company

By:   
John Ioan Tampa  
Manager

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXECUTED** as of the date written on the first page of this Short Form Agreement.

**BORROWER:**

**CHATTANOOGAN, LLC**, a Tennessee limited liability company

By: \_\_\_\_\_  
John Ioan Tampa  
Manager

**LENDER:**

**WESTERN ALLIANCE BANK**, an Arizona corporation

By: \_\_\_\_\_  
Printed Name: Josh Bachman  
Its: Vice President

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

Intellectual Property owned by Debtor:

A) Registered United States Trademarks:

<b>TRADEMARK</b>	<b>REGISTRATION (SERIAL NUMBER)</b>	<b>REGISTRATION DATE</b>
The Chattanooga	76077959	December 25, 2001