

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.		02/28/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	101 North Tryon Street
Internal Address:	c/o MAC Legal (NC1-001-05-45)
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4914840	BENEFITS OF BANKING WITHOUT ALL THE FEES
Registration Number:	4516308	SETASIDE
Registration Number:	4516303	IT FEELS GOOD TO BLUEBIRD
Registration Number:	4476372	YOUR CHECKING & DEBIT ALTERNATIVE
Registration Number:	4467188	
Registration Number:	4455918	
Registration Number:	4455917	BLUEBIRD
Registration Number:	4455916	BLUEBIRD
Registration Number:	4196007	A NEW DAY FOR YOUR MONEY
Registration Number:	4188149	BLUEBIRD
Registration Number:	4110050	SERVE
Registration Number:	3999414	SERVE
Registration Number:	2573940	KWIKSYSTEMS

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

TRADEMARK

Phone: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 017625.005145

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 02/28/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

February 28, 2019

WHEREAS, INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation (the “Grantor”), owns the Trademarks (as defined below), trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among HI Technology Corp, a Georgia corporation, the Grantor, the other Debtors (as defined in the Security Agreement) party thereto and Bank of America, N.A., as administrative agent (the “Secured Party”), the Grantor has granted to the Secured Party a continuing security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in and to and all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (a) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark registration, including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.


This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark 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.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the date first written above.

GRANTOR:

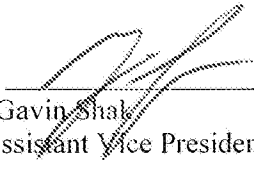
INTERACTIVE COMMUNICATIONS
INTERNATIONAL, INC.,
a Florida corporation

By: 
Name: Scott R. Meyerhoff
Title: Authorized Officer

ACKNOWLEDGED AND ACCEPTED:

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Gavin Shak
Title: Assistant Vice President

Schedule 1
To
Trademark Security Agreement

Interactive Communications International, Inc.
(Florida Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
BENEFITS OF BANKING WITHOUT ALL THE FEES	4914840	03/08/16
SETASIDE	4516308	04/15/14
IT FEELS GOOD TO BLUEBIRD	4516303	04/15/14
YOUR CHECKING AND DEBIT ALTERNATIVE	4476372	01/28/14
BLUEBIRD Design	4467188	01/14/14
BLUEBIRD Design	4455918	12/24/13
BLUEBIRD and Design	4455917	12/24/13
BLUEBIRD and Design	4455916	12/24/13
A NEW DAY FOR YOUR MONEY	4196007	08/21/12
BLUEBIRD	4188149	08/07/12
SERVE and Design	4110050	03/06/12
SERVE	3999414	07/19/11
KWIKSYSTEMS	2573940	05/28/02