

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIG BANG ENTERPRISES, INC.		06/07/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th FL		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Georgia banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88381917	T-ROC	
Serial Number:	88381870	T-ROC	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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>			
Phone:	804-788-8331		
Email:	HWRTM@HuntonAK.com		
Correspondent Name:	Stephen Demm, Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	033411.0000105		
NAME OF SUBMITTER:	Stephen P. Demm		
SIGNATURE:	/Stephen P. Demm/		
DATE SIGNED:	06/07/2019		
Total Attachments: 8			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2019 (this “Security Agreement”), is made by BIG BANG ENTERPRISES, INC., a Florida corporation and INTEGRATED DIGITAL IP, LLC, a Delaware limited liability company (each individually a “Grantor” and, collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Beveridge Holdings LLC, a Florida limited liability company, Big Bang Enterprises, Inc., a Florida corporation, Integrated Digital IP, LLC, a Delaware limited liability company, Mobile Store Operators, LLC, a Florida limited liability company, Mobile Store Operators PR, LLC, a Florida limited liability company, and TROC, LLC, a Florida limited liability company (each individually, a “Borrower” and collectively, the “Borrowers”), the lenders from time to time parties thereto and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of June 7, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries have entered into the Guaranty and Security Agreement, dated as of June 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each of the Grantors hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each of the Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each of the Grantors hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantors Remains Liable. Each of the Grantors hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida.

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BIG BANG ENTERPRISES, INC.
INTEGRATED DIGITAL IP, LLC**

By: 
Name: Lowell Rush
Title: Chief Financial Officer

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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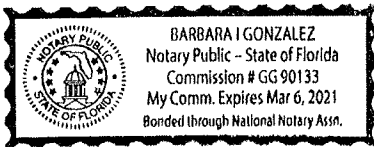
ACKNOWLEDGMENT OF GRANTORS

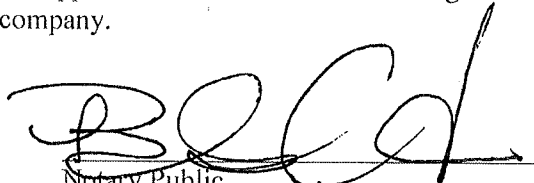
State of Florida)

County of Dade)

ss.

On this 7th day of June, 2019 before me personally appeared Lowell Rush, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of BIG BANG ENTERPRISES, INC. and INTEGRATED DIGITAL IP, LLC, who being by me duly sworn did depose and say that he is an authorized officer of each said company, that the said instrument was signed on behalf of each said company as authorized by its Board of Directors, Sole Manager and Members, as applicable, and that he acknowledged said instrument to be the free act and deed of each said company.




Notary Public

[NOTARY BLOCK PAGE FOR GRANTORS - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: Luis Gamoneda

Name: LUIS GAMONEDA

Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006665 FRAME: 0417

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark:	ENGAGE BY MOBILE INSIGHT
Class:	(Int'l Class: 09) Downloadable software in the nature of a mobile application for gathering relevant business field information for submission to a dedicated web portal, including monitoring employee field work compliance in the gathering of said relevant field information in the field of field sales and operations management and customer relationship management; Downloadable software in the nature of mobile applications for use in the management of business activities, namely, field sales force operations, customer relationship management, and employee GPS locating and tracking in the field of field sales and operations management and customer relationship management (Int'l Class: 35) Business management services, namely, business administration of information technology and management services for field sales force and customer relationship management in the field of field sales and operations management and customer relationship management (Int'l Class: 38) Providing an online portal for remote internet access for the purposes of gathering, reporting, and controlling data, namely, visit metadata, GPS location, form answers and sales statistics, and allowing third-party management of sales forces and customers in the field of field sales and operations management and customer relationship management (Int'l Class: 42) Computer services, namely, application service provider, namely, hosting, managing, developing, and maintaining nondownloadable software applications, websites, databases, and mobile applications in the field of field sales and operations management and customer relationship management; providing temporary use of online nondownloadable software applications that allow users to access, collect, view, report, and remotely manage sales operations in the field of field sales and operations management and customer relationship management; database design and development in the field of field sales and operations management and customer relationship management; software as a service (SAAS) services, namely, hosting software for use by others in the gathering, analyzing, reporting, and management of business activities, namely, sales force activities and operations in the field of field sales and operations management and customer relationship management
Registration No. / Application No. and Date:	RN: 5625021 (Registration Date: December 11, 2018) SN: 87153540
Status / Next Deadline:	Active
Owner:	Integrated Digital IP, LLC (Delaware Limited Liability Company) P.O. Box 348234 Coral Gables


Trademark:	MOBILE INSIGHT
Class:	(Int'l Class: 09) downloadable software in the nature of a mobile application for gathering relevant business field information for submission to a dedicated web portal, including monitoring employee field work compliance in the gathering of said relevant field information
Registration No. / Application No. and Date:	RN: 3844069 (Registration Date: September 7, 2010) SN: 77833820
Status / Next Deadline:	Active
Owner:	Integrated Digital IP, LLC (Delaware Limited Liability Company) P.O. Box 348234 Coral Gables

Trademark:	MOBILE INSIGHT
Class:	<p>(Int'l Class: 35) Business management services, namely, business administration of information technology and management services for field sales force and customer relationship management in the field of field sales and operations management and customer relationship management</p> <p>(Int'l Class: 42) Computer services, namely, application service provider, namely, hosting, managing, developing, and maintaining nondownloadable software applications, websites, databases, and mobile applications in the field of field sales and operations management and customer relationship management; providing temporary use of online nondownloadable software applications that allow users to access, collect, view, report, and remotely manage sales operations in the field of field sales and operations management and customer relationship management; database design and development in the field of field sales and operations management and customer relationship management; software as a service (SAAS) services, namely, hosting software for use by others in the gathering, analyzing, reporting, and management of business activities, namely, sales force activities and operations in the field of field sales and operations management and customer relationship management providing temporary use of online non-downloadable software applications that allow users to access, collect, view, report, and remotely manage sales operations in the field of field sales and operations management and customer relationship management; database design and development in the field of field sales and operations management and customer relationship management; software as a service (SAAS) services, namely, hosting software for use by others in the gathering, analyzing, reporting, and management of business activities, namely, sales force activities and operations in the field of field sales and operations management and customer relationship management</p>
Registration No. / Application No. and Date:	RN: 5700127 (Registration Date: March 19, 2019) SN: 87151925
Status / Next Deadline:	Active
Owner:	Integrated Digital IP, LLC (Delaware Limited Liability Company) P.O. Box 348234 Coral Gables

Trademark:	VISION BY MOBILE INSIGHT
Class:	<p>(Int'l Class: 09) Downloadable software in the nature of a mobile application for gathering relevant business field information for submission to a dedicated web portal, including monitoring employee field work compliance in the gathering of said relevant field information in the field of field sales and operations management and customer relationship management; Downloadable software in the nature of mobile applications for use in the management of business activities, namely, field sales force operations, customer relationship management, and employee GPS locating and tracking in the field of field sales and operations management and customer relationship management</p> <p>(Int'l Class: 35) Business management services, namely, business administration of information technology and management services for field sales force and customer relationship management in the field of field sales and operations management and customer relationship management</p> <p>(Int'l Class: 38) Providing an online portal for remote internet access for the purposes of gathering, reporting, and controlling data, namely, visit metadata, GPS location, form answers and sales statistics, and allowing third-party management of sales forces and customers in the field of field sales and operations management and customer relationship management</p> <p>(Int'l Class: 42) Computer services, namely, application service provider, namely, hosting, managing, developing, and maintaining non downloadable software applications, websites, databases, and mobile applications in the field of field sales and operations management and customer relationship management; providing temporary</p>

	use of online nondownloadable software applications that allow users to access, collect, view, report, and remotely manage sales operations in the field of field sales and operations management and customer relationship management, providing temporary use of online non-downloadable software applications that allow users to access, collect, view, report, and remotely manage sales operations in the field of field sales and operations management and customer relationship management, database design and development in the field of field sales and operations management and customer relationship management; software as a service (SAAS) services, namely, hosting software for use by others in the gathering, analyzing, reporting, and management of business activities, namely, sales force activities and operations in the field of field sales and operations management and customer relationship management
Registration No. / Application No. and Date:	RN: 5640200 (Registration Date: January 1, 2019) SN: 87153518
Status / Next Deadline:	Active
Owner:	Integrated Digital IP, LLC (Delaware Limited Liability Company) P.O. Box 348234 Coral Gables

II. TRADEMARK APPLICATIONS

Trademark:	T-ROC and Design T-R C 
Class:	(Int'l Class: 35) Business management, namely, retail and manufacturing consultation and startup operations, sales staffing and management, training and outside sales, customer management, and business information technologies management
Registration No. / Application No. and Date:	SN: 88381917
Status / Next Deadline:	Pending – Initialized April 11, 2019
Owner:	Big Bang Enterprises, Inc. (Florida Corp.) Suite 450 800 South Douglas Road Coral Gables Florida 33134

Trademark:	T-ROC
Class:	(Int'l Class: 35) Business management, namely, retail and manufacturing consultation and startup operations, sales staffing and management, training and outside sales, customer management, and business information technologies management
Registration No. / Application No. and Date:	SN: 88381870
Status / Next Deadline:	Pending – Initialized April 11, 2019
Owner:	Big Bang Enterprises, Inc. (Florida Corp.) Suite 450 800 South Douglas Road Coral Gables Florida 33134

III. TRADEMARK LICENSES

None.