

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cahaba Media Group, Inc.		01/28/2021	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1900 5th Ave N		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2941012	PUMPS & SYSTEMS	
Registration Number:	4695410	HOMECARE	
Registration Number:	2580089	PUMP-ZONE	
Registration Number:	5022372	CONSTRUCTION BUSINESS OWNER	
Registration Number:	2233320	HOMECARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2052263404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pam P Smith		
Address Line 1:	1901 Sixth Ave N Ste 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pam P Smith		
SIGNATURE:	/ppsmith/		
DATE SIGNED:	02/01/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**"), dated as of January 28, 2021, is made by **CAHABA MEDIA GROUP, INC.**, an Alabama corporation (the "**Debtor**"), in favor of **REGIONS BANK**, an Alabama banking corporation ("**Secured Party**").

WITNESSETH:

WHEREAS, has entered into a Credit and Security Agreement dated of even date herewith (as amended and in effect from time to time, the "**Loan Agreement**"), with the Secured Party;

WHEREAS, as a condition precedent to the making of the loans by the Secured Party under the Loan Agreement, the Debtor has executed and delivered to the Secured Party that certain Patent and Trademark Security Agreement dated of even date herewith, made by the Debtor in favor of the Secured Party (the "**Intellectual Property Security Agreement**"); and

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Trademark 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, the parties agree as follows:

I. Grant of Security. Debtor hereby pledges, assigns and grants to the Secured Party a security interest in and lien upon all of the following property of Debtor, whether now owned or existing or hereafter acquired (the "**Trademark Collateral**"):

(a) all trademarks, trademark registrations, tradenames, trademark applications owned, held or used by Debtor in whole or in part, including, without limitation, the registered United States trademarks and United States trademark applications, and United States patent applications (as applicable) listed on **Schedule I** attached hereto and made a part hereof (as the same may be amended or supplemented pursuant hereto from time to time), and (i) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto and throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, subject to any rights granted with respect thereto (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "**Trademarks**");

(b) The goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(c) All proceeds of the foregoing.

2. **Recordation.** Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Intellectual Property Security Agreement, which is hereby incorporated by reference. The provisions of the Intellectual Property Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Intellectual Property Security Agreement with respect to the Trademark Collateral are as provided by the Loan Agreement, the Intellectual Property Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

DEBTOR:

CAHABA MEDIA GROUP, INC.,
an Alabama corporation

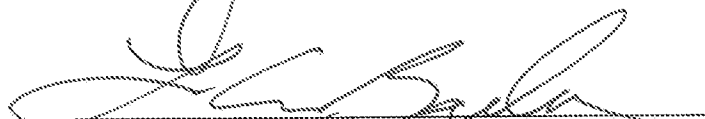
By: 
Matthew G. Conroy, its Chief Executive Officer
and President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matthew G. Conroy, whose name as the Chief Executive Officer and President of **CAHABA MEDIA GROUP, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 29 of January, 2021.


Notary Public

MY COMMISSION EXPIRES: 10/27/2023

My Commission Expires: _____



SCHEDULE 1

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Reg. Date
2,941,012	PUMPS & SYSTEMS	4/12/2015
4,695,410	HEMOCARE	3/3/2015
2,580,089	PUMP-ZONE	6/11/2012
5,022,372	CONSTRUCTION BUSINESS OWNER	8/16/2016
2,233,320	HEMOCARE	3/23/1999