

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeSmart Holdings, LLC		05/31/2013	LIMITED LIABILITY COMPANY: TEXAS
Source Network Sales and Marketing, LLC		05/31/2013	LIMITED LIABILITY COMPANY: TEXAS
Act Industries, LLC		05/31/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	1508 West Mockingbird Lane		
Internal Address:	MC 6583		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75235		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85869730	SOURCE GREEN	
Serial Number:	85869726	SOURCE GREEN	
Registration Number:	3848543	LIFE SMART	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		

OP \$90.00 85869730

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
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Signature:	/Angela Alvarez Sujek/
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Date:	06/03/2013
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Total Attachments: 5

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

(TRADEMARKS)

This Intellectual Property Security Agreement is entered into as of May 31, 2013 by and between COMERICA BANK (“Bank”) and LifeSmart Holdings, LLC (“Parent”), and, following the consummation of the Acquisition, Source Network Sales and Marketing, LLC (“Source”) and Act Industries, LLC (“ACT” and collectively, with Source and Parent, the “Grantors” and each individually, a “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”). Capitalized terms used herein are used as defined in the Credit Agreement.

B. Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Trademarks to secure the obligations of Grantors under the Credit Agreement.

C. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Bank and Grantors, each Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Trademarks listed on Exhibits A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights,


powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibit A attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

LIFESMART HOLDINGS, LLC

By: 

Name: Andy Foskey

Title President

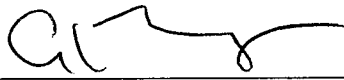
Address for Notices:
2100 McKinney Ave, Suite 1501
Dallas, TX 75201

Fax No.: 214.978.3899

Telephone No.: 214.978.3800

Attention: Andy Foskey

SOURCE NETWORK SALES AND MARKETING, LLC

By: 

Name: Andy Foskey

Title President


Address for Notices:
2100 McKinney Ave, Suite 1501
Dallas, TX 75201

Fax No.: 214.978.3899

Telephone No.: 214.978.3800

Attention: Andy Foskey

ACT INDUSTRIES, LLC

By: 

Name: Andy Foskey

Title President

Address for Notices:
2100 McKinney Ave, Suite 1501
Dallas, TX 75201

Fax No.: 214.978.3899

Telephone No.: 214.978.3800

Attention: Andy Foskey

BANK:

COMERICA BANK

By: Kelly Conrad

Title: Vice President

EXHIBIT A

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
SOURCE GREEN	85/869730	3/7/13	n/a	n/a
SOURCE GREEN	85/869726	3/7/13	n/a	n/a
LIFE SMART	77/690403	3/13/09	3,848,543	9/14/10