

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2814769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MILLER/ZELL, INC.	03/27/2014
RECEIVING PARTY DATA	
Name:	REGIONS BANK
Street Address:	1180 WEST PEACHTREE ST, STE 900
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6178678
Patent Number:	D373266
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	bradley.wahl@nelsonmullins.com
Correspondent Name:	BRADLEY E. WAHL
Address Line 1:	201 17TH ST NW SUITE 1700
Address Line 4:	ATLANTA, GEORGIA 30363
NAME OF SUBMITTER:	BRADLEY E. WAHL
SIGNATURE:	/Bradley E. Wahl/
DATE SIGNED:	04/15/2014
Total Attachments: 9	
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PATENT

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of March 27 2014 by MILLER ZELL, INC., a Georgia corporation ("Debtor"); and REGIONS BANK, an Alabama banking corporation (the "Bank").

WITNESSETH:

WHEREAS, the Debtor, ISD HOLDINGS, INC. and MILLER ZELL INTERNATIONAL HOLDINGS, INC. (collectively, the "Borrowers") and the Bank have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the "Loan Agreement");

WHEREAS, the Bank has required, as a condition to the extension of the financial accommodations to be extended to the Borrowers under the Loan Agreement, that Debtor pledge and grant to the Bank a Lien on and in its "Patents" (as defined herein) as security for the Obligations;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Bank, by its acceptance hereof, hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (a) all patents, registered patents and patent applications used in Debtor's business and listed on Schedule I attached hereto and made a part hereof, and all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) all of Debtor's rights corresponding thereto throughout the world, and (e) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing Patents, registered Patents

and Patent applications, together with the items described in clauses (a)-(e) in this Section 2 are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. New Patents. Debtor represents and warrants that, from and after the date of this Agreement, (a) the Patents listed on Schedule I are a true, accurate and complete list of all of Debtor's Patents, and (b) no Liens in such Patents have been granted by Debtor to any Person, other than the Bank, and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations, Debtor shall (i) obtain rights to any new Patents or (ii) become entitled to the benefit of any Patents, the provisions of Section 2 above shall automatically apply thereto. Debtor shall give to the Bank written notice of the acquisition of new Patents promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule I to include any future Patents and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Patents.

4. Grant of License. Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Patents for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence and continuance of an Event of Default. Except as otherwise permitted by the Loan Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. Royalties. Debtor hereby agrees that the use by the Bank of the Patents as authorized hereunder in connection with the Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Debtor.

6. Duties of the Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on unpatented but patentable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to patentability, and (c) preserve, maintain, and enforce against infringement all Patents (other than nonpayment of renewal fees on patents which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Bank). Debtor further agrees (i) not to abandon any registered Patent without the prior written consent of the Bank, unless any registered Patent is not or no longer used in Debtor's business or if such abandonment is otherwise desirable to Debtor in the ordinary course of its business, and (ii) to maintain in full force and effect the registered Patents. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Patents. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Patents against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and

all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and agents of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Patents, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Patents to anyone, and (iv) take any other actions with respect to the Patents as the Bank reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations (other than the Remaining Obligations) are paid in full. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code or other Applicable Law with respect to the Patents, Debtor agrees to assign, convey and otherwise transfer title in and to the Patents to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Patents, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Patents required by law shall be deemed reasonably and properly given if given at least 10 days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

8. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

9. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

MILLER ZELL, INC.

By: David D Seem
David Seem, Chief Financial Officer

[SEAL]

Agreed and Accepted as of this March 27, 2014

REGIONS BANK

By: Kevin Bra
Title: UP

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Patent Security Agreement as executed and acknowledged before me this March 21 2014 by David Seem, personally known to me to be the Chief Financial Officer of MILLER ZELL, INC., on behalf of such company.

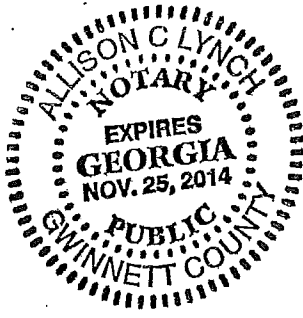


Allison C. Lynch
Notary Public
My Commission expires: 11-25-2014
Acting in the County of _____

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Patent Security Agreement as executed and acknowledged before me this March 27 2014 by Kevin Brennan, personally known to me to be an officer of REGIONS BANK, on behalf of said Bank.

(SEAL)



Allison C. Lynch
Notary Public
My Commission expires: 11-25-2014
Acting in the County of _____

Schedule 1
To
Patent Security Agreement

Dated as of March 21 2014

Current Patents

1. Registrant: Miller-Zell, Inc.
Inventors: James Matthews
Mark: Vertical Graphic Panel Frame System
Serial No.: 920194
Registration No.: 4,237,636
Registration Date: 12/9/80

2. Registrant: Harmon B Miller III
Inventors: Harmon Miller, Robert Kennedy, James Matthews
Mark: Method of creating and implementing a marketing plan for a retail store chain.
Registration No.: 20,060,116,927
Registration Date: 6/1/06

3. Registrant: Miller Zell
Inventors: Walt Murphy, Dena Johnston, Tom Jordan
Mark: Adjustable Support for End Cap Display
A display includes a support on which a sign is hung depending downwardly
Registration No.: 20,060,026,876
Registration Date: 2/9/2006

4. Registrant: Miller Zell, Inc
Inventors: Alan Pellenberg, Tom Lamar, David Wilkle
Mark: Interactive information kiosk assembly
An interactive information kiosk assembly (10) for use by automotive dealerships
Registration No.: 5,663,746
Registration Date: 9/2/1997
5. Registrant: Miller Zell, Inc
Inventors: Arlen Ramsey
Mark: Product Display Rack
A product display rack for stocking and displaying products for sale
Registration No.: 5,439,122
Registration Date: 8/8/1995
6. Registrant: Miller Zell, Inc
Inventors: David Stabile
Mark: Valance Assembly
A valance assembly designed for attachment to existing, in store fixtures
Registration No.: 5,465,516
Registration Date: 11/14/1995

7. Registrant: Miller Zell, Inc.
Inventors: Charles Sturkie
Mark: Cornice Assembly
Decorative cornice assembly to be mounted onto in-store product display fixture
Registration No.: 5,511,332
Registration Date: 4/30/1996
8. Registrant: Miller/Zell, Inc.
Inventors: David C F Stoddard
Mark: Menu board graphics display
Registration No.: 6,178,678
Registration Date: 1/30/2001
9. Registrant: Miller/Zell, Inc.
Inventors: Alan Pellenberg, Thomas A. Lamar, III, David L. Wikle,
W. Glenn Nix, Stephen Jaworski, Jr.
Mark: Interactive information kiosk assembly
Registration No.: D373,266
Registration Date: 9/3/1996