

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3386488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MILLER ZELL, INC.	04/09/2015
MILLER ZELL INTERNATIONAL HOLDINGS, INC.	04/09/2015
RECEIVING PARTY DATA	
Name:	REGIONS BANK
Street Address:	1180 WEST PEACHTREE STREET NW
Internal Address:	SUITE 1000
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6178678
CORRESPONDENCE DATA	
Fax Number:	(404)522-8409
<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:	404-420-5527
Email:	rjk@phrd.com
Correspondent Name:	RHONDA J. KENYERI, PARALEGAL
Address Line 1:	285 PEACHTREE CENTER AVENUE
Address Line 2:	SUITE 1500
Address Line 4:	ATLANTA, GEORGIA 30303
ATTORNEY DOCKET NUMBER:	3717-187
NAME OF SUBMITTER:	BOBBI ACCORD NOLAN
SIGNATURE:	/ban/
DATE SIGNED:	06/08/2015
Total Attachments: 11	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of this 1 day of April, 2015, by and among **REGIONS BANK**, an Alabama bank (together with its successors and assigns, "**Lender**"), having an office at 1180 West Peachtree Street NW, Suite 1000, Atlanta, Georgia 30309, **MILLER ZELL, INC.**, a Georgia corporation ("**Miller Zell**"), **ISD HOLDINGS, INC.**, a Georgia corporation ("**Holdings**"), and **MILLER ZELL INTERNATIONAL HOLDINGS, INC.**, a Georgia corporation ("**International**"; Miller Zell, Holdings and International are hereinafter referred to collectively as "**Companies**" and each as a "**Company**"), each with a mailing address at 4715 Frederick Drive, SW, Atlanta, Georgia 30336.

Recitals:

Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**") by and among Companies and Lender.

Lender is willing to make loans and other financial accommodations to Companies from time to time pursuant to the terms of the Loan Agreement, provided that each Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitment.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (the "**IP Collateral**");

(a) the entire right, title and interest of such Company in and to the patent applications and patents listed in Exhibit A attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "**Patents**");

(b) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (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 throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "**Trademarks**");

(c) the goodwill of each Company's business connected with and symbolized by the Trademarks; and

(d) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

3. Each Company covenants with and warrants to Lender that:

(a) Each of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the portion of the IP Collateral attributed to such Company in Exhibits A and B attached hereto, free and clear of any Liens charges and encumbrances (except licenses permitted pursuant to paragraph 4 below and Permitted Liens), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons;

(c) Each Company has the unqualified right to enter into this Agreement and perform its terms;

(d) Except for Trademarks abandoned by a Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), each Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of its portion of the registered IP Collateral (including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office (the "USPTO") and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor), and has made, and will continue to make all appropriate filings with the USPTO and any applicable foreign filing offices to maintain the IP Collateral in existence (including, without limitation, filing all necessary documents with the USPTO and any applicable foreign filing offices for each Patent to maintain it without loss of protection therefo);

(e) This Agreement will create a legal and valid Lien upon and security interest in the Trademarks, enforceable against each Company named in Exhibit B in accordance with its terms;

(f) No claim has been made that the use of any of the IP Collateral does or may violate the rights of any Person;

(g) Each Company will maintain the quality of the products associated with its Trademarks at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect executed by an officer of such Company; and

(h) No Company will change the quality of the products associated with the Trademarks without Lender's prior written consent.

4. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the IP Collateral with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of a Company in the regular and ordinary course of

such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with any Company's obligations under this Agreement.

5. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new patentable inventions or trademarks, or become entitled to the benefit of (i) any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, or (ii) any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 shall automatically apply thereto and such Company shall give to Lender prompt notice thereof in writing.

6. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibits A and B to include any future patents, patent applications, trademarks, and trademark applications.

7. Each Company hereby grants to Lender and its employees, upon prior notice to such Company, the visitation, audit, and inspection rights with respect to such Company and its portion of the IP Collateral as set forth in the Loan Agreement.

8. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to any Company, each of which each Company hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due any Company in respect of the IP Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the IP Collateral, or any interest that any Company may have therein. Each Company hereby agrees that ten (10) days' notice to such Company of any public or private sale or other disposition of any of the IP Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the IP Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the IP Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies shall remain jointly and severally liable therefor.

9. Each Company hereby makes, constitutes and appoints Lender, and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the maintenance or registration of or to use the IP Collateral, or to grant or issue any exclusive or nonexclusive license under the IP Collateral to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any IP Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the USPTO or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining or preserving any IP Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any IP Collateral, shall be borne and paid by the Companies (it being the intent of each Company and Lender that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance or renewal fees payable with respect to the IP Collateral) or, if paid by Lender in its sole discretion, shall be reimbursed by the Companies to Lender on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable to Base Rate Loans.

11. Each Company shall use its commercially reasonable efforts to detect any infringers of the IP Collateral and shall notify Lender in writing of material infringements detected. Each Company shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any patent or trademark application for a Patent or Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make application on unpatented but patentable inventions and registrable but unregistered trademarks (subject to such Company's reasonable discretion in the ordinary course of business, or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Patent, enforce each Trademark and to do any and all acts that are reasonably deemed necessary or desirable by Lender to preserve and maintain all rights in the IP Collateral, unless in any such case such Company has determined that such IP Collateral is no longer material to the conduct of its business. Any expenses incurred in connection with such an application or proceedings shall be borne by the applicable Company. No Company shall abandon any pending patent application, any right to file a trademark application, or any IP Collateral, unless such Company has determined that such application or IP Collateral is no longer material to the conduct of its business.

12. Notwithstanding anything to the contrary contained in paragraph 11 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Patents or license hereunder, in either of which events each Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender in aid of such enforcement or defense, and each Company shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 12.

13. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at such Company's expense, and each Company agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending, maintaining or renewing the IP Collateral or Lender's interest therein pursuant to this Agreement.

14. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any

right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the IP Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

19. Each Company hereby waives notice of Lender's acceptance hereof.


20. This Agreement shall be deemed a contract made under the laws of the State of Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia (excluding its conflict of laws provisions if such provisions would require application of the laws of another jurisdiction) except insofar as the laws of another jurisdiction may, by reason of mandatory provisions of law, govern the perfection, priority, or enforcement of security interests in the Collateral.

21. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH COMPANY AND LENDER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE IP COLLATERAL.

[Remainder of page intentionally left blank;
signatures appear on following pages.]

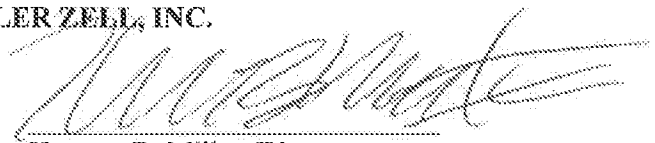
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first written above.

ATTEST:


David Seem, Secretary

[CORPORATE SEAL]

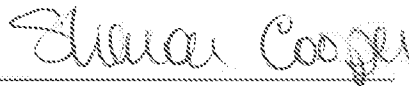
MILLER ZELL, INC.

By: 
Name: Harmon B. Miller, IV
Title: Chief Executive Officer

STATE OF GA)
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, on this day personally appeared Harmon B. Miller, IV, the Chief Executive Officer of Miller Zell, Inc., a Georgia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9 day of April, 2015.

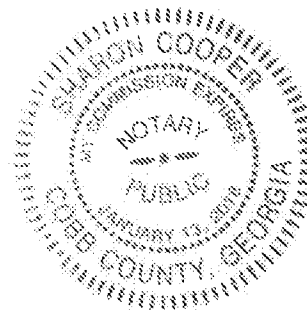


Notary Public

My Commission Expires:

1/13/18

[NOTARIAL SEAL]



ATTEST:

David W. Seem
David Seem, Secretary

[CORPORATE SEAL]

ISD HOLDINGS, INC.

By: Harmon B. Miller, IV

Name: Harmon B. Miller, IV

Title: Chief Executive Officer

STATE OF GA)

COUNTY OF Fulton)

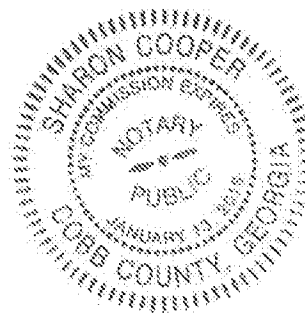
BEFORE ME, the undersigned authority, on this day personally appeared Harmon B. Miller, IV, the Chief Executive Officer of ISD Holdings, Inc., a Georgia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9 day of April, 2015.

Sharon Cooper
Notary Public

My Commission Expires:

1/13/18
[NOTARIAL SEAL]



ATTEST:

David Seem

David Seem, Secretary

[CORPORATE SEAL]

MILLER ZELL INTERNATIONAL
HOLDINGS, INC.

Harmon B. Miller, IV

By:

Name: Harmon B. Miller, IV

Title: Chief Executive Officer

STATE OF GA)

COUNTY OF Colum)

BEFORE ME, the undersigned authority, on this day personally appeared Harmon B. Miller, IV, the Chief Executive Officer of Miller Zell International Holdings, Inc., a Georgia corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9 day of April, 2015.

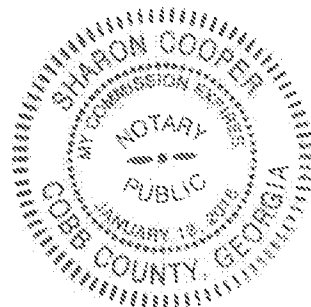
Sharon Cooper

Notary Public

My Commission Expires:

1/13/18

[NOTARIAL SEAL]



Accepted and Agreed to:

REGIONS BANK

By: H. Glenn Little
Name: H. Glenn Little
Title: SVP

STATE OF Georgia)
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, on this day personally appeared H. Glenn Little,
a Senior Vice President of Regions Bank, an Alabama bank, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of
said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of April,
2015.

[Signature]
Notary Public
My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires Jan. 21, 2017

[NOTARIAL SEAL]

EXHIBIT A

Patents and Patent Applications

Owned Patents

<u>Registrant</u>	<u>Patent</u>	<u>Jurisdiction(s) and Office Where Registered</u>	<u>Registration No.</u>	<u>Registration Date</u>
Miller Zell, Inc.	Menu board graphic display	US Patent and Trademark Office	6,178,678	01/30/01

Licensed Patents

<u>Patent</u>	<u>Name and Address of Licensor</u>
None	

EXHIBIT B**Trademarks and Trademark Applications****Owned Marks**

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number	Registration Date
Integrated Store Development	Miller Zell, Inc. 100%	US Patent and Trademark Office	4248316	11/27/2012
MZ Reach	Miller Zell, Inc. 100%	US Patent and Trademark Office	4044754	10/25/2011
Better Solutions. Better Results.	Miller Zell, Inc. 100%	US Patent and Trademark Office	3152010	10/3/2006
Making the World a Better Place to Shop	Miller Zell, Inc. 100%	US Patent and Trademark Office	3333568	11/13/2007
Results, Delivered!	Miller Zell, Inc. 100%	US Patent and Trademark Office	3706040	11/3/2009
MZ MillerZell	Miller Zell, Inc. 100%	US Patent and Trademark Office	2680518	1/28/2003
MillerZell	Miller Zell, Inc. 100%	US Patent and Trademark Office	2390865	10/3/2000

Licensed Marks

Mark	Name and Address of Licensor
None	