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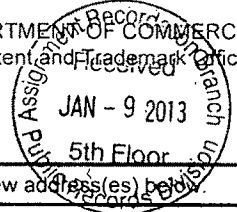


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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Madix, Inc.

- Individual(s)
- Partnership
- Corporation- State: Texas
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 12, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Street Address: 420 20th Street, 7th Floor, MACW0125-071

City: Birmingham

State: Alabama

Country: United States Zip: 35203

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National banking association Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

1,936,493

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"MADIX (Stylize)" registered on November 21, 1995

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gibbons Graham LLC / Liz Gibbons

Internal Address: Suite 125

Street Address: 100 Corporate Parkway

City: Birmingham

State: Alabama Zip: 35242

Phone Number: 205-380-2643

Docket Number: \_\_\_\_\_

Email Address: lgibbons@gibbonsgraham.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/11/2013 KNGUYEN 00000002 1936493

Deposit Account Number 01 FC 8321 Check enclosed 40.00 OP

Authorized User Name \_\_\_\_\_

9. Signature: [Signature]

Signature

Liz Gibbons

Name of Person Signing

12/25/2012

Date

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004979 FRAME: 0787

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of December 12, 2012, by **MADIX, INC.**, a Texas corporation (the "Borrower"), having an address of P.O. Box 177, Goodwater, Alabama 35072, Attention: Mr. David Satterfield, in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (the "Bank"), having an address of 420 20<sup>th</sup> Street, 7<sup>th</sup> Floor, MAC W0125-071, Birmingham, Alabama 35203, Attention: Austin Davis. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Credit Agreement of even date herewith between Borrower and Bank (as the same may be amended from time to time, the "Credit Agreement").

**WITNESSETH:**

**WHEREAS**, Borrower has requested that Bank make available certain credit facilities to Borrower pursuant to the Credit Agreement; and

**WHEREAS**, Bank is willing to make said credit facilities available to Borrower on condition that, among other things, Borrower executes and delivers to Bank this Agreement; and

**WHEREAS**, Borrower desires to execute and deliver in favor of Bank this Agreement for the purposes and on the terms hereinafter stated;

**NOW, THEREFORE**, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. To secure the payment and performance of the Obligations, Borrower hereby pledges, assigns and grants to Bank a continuing security interest in and Lien upon all of the following property of Borrower, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, and other intellectual property of Borrower, including, without limitation, the trademarks, patents, trademark applications, and patent applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and 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, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Patents and Trademarks");

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

(c) All proceeds of the foregoing.

2. Borrower represents and warrants that:

(a) Each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign patents and trademarks), enforceable against Borrower and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person;

(d) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Patents and Trademarks is valid and enforceable; and

(f) Borrower is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks, free and clear of any Liens other than Permitted Liens.

3. If, before the Obligations have been satisfied in full, Borrower obtains the rights to any new patents and/or trademarks, or becomes entitled to the benefit of any trademark, trademark application, patent, patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, Borrower shall give Bank prompt notice thereof in writing, and Borrower authorizes Bank to modify this Agreement by amending Schedule A to include any future patents and/or trademarks and patent applications and/or trademark applications within the definition of Patents and Trademarks under paragraph 1(a) hereof.

4. Upon and at any time after the occurrence of an Event of Default (as defined in the Credit Agreement), Bank shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable Laws.

5. Borrower hereby makes, constitutes and appoints Bank (and any officer or agent of Bank as Bank may select) as Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer

title in or dispose of the Collateral to anyone else. Borrower hereby ratifies all such actions on the part of Bank acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Credit Agreement has been terminated.

6. Bank shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Borrower shall at the request of Bank do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably requested by Bank to aid such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred in the exercise of Bank's rights under this paragraph 6. Nothing herein shall be deemed to prohibit Borrower from bringing any such suit in its own name at any time that an Event of Default does not exist, if Bank declines to institute such suit.

7. If Borrower fails to comply with any of its obligations hereunder, to the extent permitted by applicable Law, Bank may do so in Borrower's name or in Bank's name, and Borrower agrees to reimburse Bank in full for all expenses, including Attorneys' Fees, incurred by Bank in prosecuting, defending or maintaining the Patents and Trademarks or Bank's interest therein pursuant to this Agreement.

8. All of Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement 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 further exercise thereof or the exercise of any other right, power or privilege.

10. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN BIRMINGHAM, JEFFERSON COUNTY, ALABAMA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.

11. 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, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.


12. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5 hereof.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

MADIX, INC.,  
a Texas corporation

By:   
David Satterfield, its Chief Financial Officer  
and Executive Vice President

ACCEPTED BY:

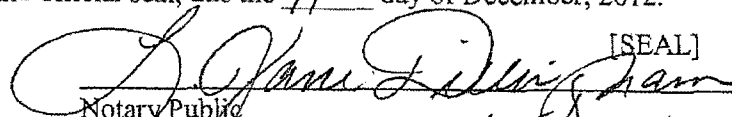
WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
a national banking association

By:   
Its: Sr Vice President

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Satterfield, whose name as Chief Financial Officer and Executive Vice President of Madix, Inc., a Texas 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

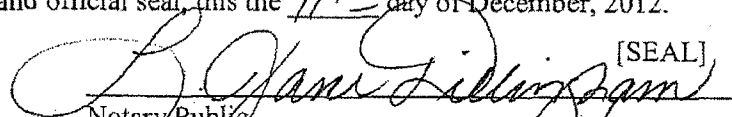
Given under my hand and official seal, this the 11<sup>th</sup> day of December, 2012.

  
[SEAL]  
Notary Public  
My Commission Expires: 11/05/2014

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Austin Davis, whose name as Sr. Vice President of Wells Fargo Bank, National Association, a national banking association, 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 said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 11<sup>th</sup> day of December, 2012.

  
[SEAL]  
Notary Public  
My Commission Expires: 11/05/2014

**SCHEDULE A**  
**DESCRIPTION OF PATENTS AND TRADEMARKS**

**ISSUED UNITED STATES PATENTS AND UNITED STATES PATENT APPLICATIONS**

Patent No.	Title of Invention	Issue Date
D598,685 S	Concave Shelving Alone	Aug. 25, 2009
D598,686 S	Concave / Radius Shelving Combined	Aug. 25, 2009
8,231,017 B2	Display of Video and Other Content in Retail Stores	July 31, 2012

**REGISTERED UNITED STATES TRADEMARKS**

Reg. No.	Mark	Registration Date
1,936,493	"MADIX (Stylize)"	Nov. 21, 1995

**UNITED STATES TRADEMARK APPLICATIONS**

Serial No.	Mark	Applicant	Filing Date
	None		