12/04/2014

900308966

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM325061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manufacturing Resources International, Inc.		11/25/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark	
Serial Number:	86333427	TRANSVU	
Serial Number:	86365376	WINDOWVU	
Serial Number:	86365371	SERVICEVU	
Serial Number:	86365367	REPORTVU	
Serial Number:	86365361	STANDARDVU	
Serial Number:	86365357	READYVU	
Serial Number:	86368023	WAY2VU	
Serial Number:	86368022	TAXIVU	
Serial Number:	86386157	POLRVU	
Serial Number:	86386155	WAY2FIND	
Serial Number:	86390781	NATURALVU	

CORRESPONDENCE DATA

Fax Number: 8046982007

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.

8047751071 Phone:

Email: rvance@mcguirewoods.com

Robin C. Vance **Correspondent Name:** Address Line 1: 901 East Cary Street

Richmond, VIRGINIA 23219-4030 Address Line 4: **TRADEMARK**

REEL: 005413 FRAME: 0291 900308966

ATTORNEY DOCKET NUMBER:	4452178-3636	
NAME OF SUBMITTER:	Robin C. Vance	
SIGNATURE:	/Robin C. Vance/	
DATE SIGNED:	12/04/2014	
Total Attachments: 6 source=MRI Trademark Security Agreement (Nov 2014)#page1.tif		

source=MRI Trademark Security Agreement (Nov 2014)#page1.tif source=MRI Trademark Security Agreement (Nov 2014)#page2.tif source=MRI Trademark Security Agreement (Nov 2014)#page3.tif source=MRI Trademark Security Agreement (Nov 2014)#page4.tif source=MRI Trademark Security Agreement (Nov 2014)#page5.tif source=MRI Trademark Security Agreement (Nov 2014)#page6.tif

TRADEMARK REEL: 005413 FRAME: 0292

TRADEMARK SECURITY AGREEMENT (November 2014)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between Manufacturing Resources International, Inc., a Georgia corporation, (the "Grantor") and Bank of America, N.A. (the "Grantee"). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Security Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on <u>Schedule 1</u> annexed hereto;

WHEREAS, Grantor, and Grantee are parties to a Security Agreement dated October 20, 2011 (as amended, modified or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all Indebtedness referred to in Section 2 of the Security Agreement (the "Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Grantee of the Obligations, Grantor hereby grants to Grantee for its benefit a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in <u>Schedule 1</u> annexed hereto, or for injury to the goodwill associated with any Mark.

TRADEMARK
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This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of November, 2014.

MANUFACTURING RESOURCES INTERNATIONAL, INC.

By:

Name: William R. Dunn

Title: President

Acknowledged:

BANK OF AMERICA, N.A.

By:

Jame: John McDuffie

Title: Senior Vice President

STATE OF GEORGIA)	
	()	SS.:
COUNTY OF)	

On the _____ of November 2014, before me personally came William R. Dunn, to me personally known to be the person described in and who executed the foregoing instrument as President of Manufacturing Resources International, Inc., who being by me duly sworn, did depose and say that he is the President of Manufacturing Resources International, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to said instrument is such corporation's seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like orders; and that he acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My commission expires: 2/21/2018

[AFFIX NOTARIAL SEAL]



Schedule 1 to Trademark Security Agreement (November 2014) Manufacturing Resources International, Inc.

U.S. Trademarks

- TRANSVU, U.S. Ser. No. 86/333,427
- 2. WINDOWVU, U.S. Ser. No. 86/365,376
- 3. SERVICEVU, U.S. Ser. No. 86/365,371
- 4. REPORTVU, U.S. Ser. No. 86/365,367
- 5. STANDARDVU, U.S. Ser. No. 86/365,361
- 6. READYVU, U.S. Ser. No. 86/365,357
- 7. WAY2VU, U.S. Ser. No. 86/368,023
- 8. TAXIVU, U.S. Ser. No. 86/368,022
- 9. POLRVU, U.S. Ser. No. 86/386,157
- WAY2FIND, U.S. Ser. No. 86/386,155
 NATURALVU, U.S. Ser. No. 86/390,781

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RECORDED: 12/04/2014