

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E2INTERACTIVE, INC.		02/28/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	101 North Tryon Street		
Internal Address:	c/o MAC Legal (NC1-001-05-45)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	5429196	ALDER API	
Registration Number:	5424258	RAINDROP	
Registration Number:	4971523	CARDENCY	
Registration Number:	4925768	INCOMM	
Registration Number:	4923132	CASHTIE	
Registration Number:	4907289	VANILLA	
Registration Number:	4905393	V	
Registration Number:	4684993	REUSE CARD	
Registration Number:	4619321	DO IT YOURSELF HOME IMPROVEMENT	
Registration Number:	4513467	VANILLA RELOAD NETWORK	
Registration Number:	4491578	O	
Registration Number:	4466455	LOADED WITH POSSIBILITIES	
Registration Number:	4324787	MYVANILLA	
Registration Number:	4324786	MYVANILLA	
Registration Number:	4324785	MYVANILLA	
Registration Number:	4080903	ONE VANILLA	
Registration Number:	4050402	ONE VANILLA	
Registration Number:	4050400	ONE VANILLA	

OP \$1315.00 5429196

Property Type	Number	Word Mark
Registration Number:	4006297	GLOBAL DIRECT
Registration Number:	3936499	ADILITY
Registration Number:	3750726	VANILLA
Registration Number:	3644949	VANILLA
Registration Number:	3349536	VANILLA
Registration Number:	3336190	VANILLA
Registration Number:	3336174	VANILLA
Registration Number:	3228698	VANILLA
Registration Number:	3095117	INCOMM
Registration Number:	3089658	FASTCARD
Registration Number:	3089657	FASTCARD
Registration Number:	3080002	FASTCARD
Registration Number:	3076067	FASTCARD
Registration Number:	3055777	FASTCARD
Registration Number:	3041267	INCOMM
Registration Number:	3041266	INCOMM
Registration Number:	2549126	INCOMM
Registration Number:	2537002	FASTCARD
Registration Number:	2521936	INCOMM
Registration Number:	2369954	DISCOUNT WORLD
Registration Number:	2266684	INCOMM
Registration Number:	2266630	DISCOUNT MEXI-CALL
Registration Number:	2081682	FASTCARD
Registration Number:	2074680	DIAL-4-LESS
Registration Number:	1952146	TRAVELTEL
Serial Number:	88300606	NUACCESS NETWORKS
Serial Number:	87214514	VANILLA DIRECT PAY IT HERE
Serial Number:	87214488	VANILLA DIRECT LOAD IT HERE
Serial Number:	87209063	VANILLA DIRECT
Serial Number:	87201169	THE SMART WAY TO HANDLE MONEY
Serial Number:	86926142	FASTPIN
Serial Number:	86727217	PAYITHERE
Serial Number:	86514425	SKRATCH
Serial Number:	86323054	PRE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

TRADEMARK

REEL: 006577 FRAME: 0322

Phone: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 017625.005145

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 02/28/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

February 28, 2019

WHEREAS, E2INTERACTIVE, INC., a Georgia corporation (the “Grantor”), owns the Trademarks (as defined below), trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among HI Technology Corp, a Georgia corporation, the Grantor, the other Debtors (as defined in the Security Agreement) party thereto and Bank of America, N.A., as administrative agent (the “Secured Party”), the Grantor has granted to the Secured Party a continuing security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in and to and all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor’s right, title and interest in and to 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 created or acquired:

- (a) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark registration, including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the date first written above.

GRANTOR:

E2INTERACTIVE, INC.,
a Georgia corporation

By: _____

Name: Scott R. Meyerhoff

Title: Authorized Officer

ACKNOWLEDGED AND ACCEPTED:

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: Gavin Shak

Title: Assistant Vice President

Schedule 1
To
Trademark Security Agreement

e2interactive, Inc.
(Georgia Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
ALDER API	5429196	03/20/18
RAINDROP	5424258	03/13/18
CARDENCY	4971523	06/07/16
INCOMM	4925768	03/29/16
CASHTIE	4923132	03/22/16
VANILLA	4907289	03/01/16
V and Design	4905393	02/23/16
REUSE CARD and Design	4684993	02/10/15
DO IT YOURSELF HOME IMPROVEMENT and Design	4619321	10/14/14
VANILLA RELOAD NETWORK	4513467	04/15/14
O and Design	4491578	03/04/14
LOADED WITH POSSIBILITIES	4466455	01/14/14
MYVANILLA	4324787	04/23/13
MYVANILLA	4324786	04/23/13
MYVANILLA	4324785	04/23/13
ONE VANILLA	4080903	01/03/12
ONE VANILLA	4050402	11/01/11
ONE VANILLA	4050400	11/01/11
GLOBAL DIRECT	4006297	08/02/11
ADILITY	3936499	03/29/11
VANILLA and Design	3750726	02/16/10
VANILLA	3644949	06/23/09
VANILLA and Design	3349536	12/04/07
VANILLA and Design	3336190	11/13/07
VANILLA	3336174	11/13/07
VANILLA	3228698	04/10/07
INCOMM	3095117	05/23/06
FASTCARD	3089658	05/09/06
FASTCARD	3089657	05/09/06
FASTCARD	3080002	04/11/06
FASTCARD	3076067	04/04/06
FASTCARD	3055777	01/31/06
INCOMM	3041267	01/10/06
INCOMM	3041266	01/10/06
INCOMM	2549126	03/19/02
FASTCARD	2537002	02/05/02
INCOMM	2521936	12/25/01

DISCOUNT WORLD	2369954	07/25/00
INCOMM	2266684	08/03/99
DISCOUNT MEXI-CALL	2266630	08/03/99
FASTCARD	2081682	07/22/97
DIAL-4-LESS	2074680	06/24/97
TRAVELTEL	1952146	01/30/96

Trademark Applications

Mark	Appl. No.	Filing Date
NUACCESS NETWORKS	88300606	02/13/19
VANILLA DIRECT PAY IT HERE	87214514	10/25/16
VANILLA DIRECT LOAD IT HERE	87214488	10/25/16
VANILLA DIRECT	87209063	10/19/16
THE SMART WAY TO HANDLE MONEY	87201169	10/12/16
FASTPIN	86926142	03/02/16
PAYITHERE and Design	86727217	08/17/15
SKRATCH	86514425	01/26/15
PRE SOLUTIONS	86323054	06/27/14