

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOUTHEASTERN DATA COOPERATIVE, INC.		07/24/2020	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	1155 Peachtree Street, 8th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87796274	MERIDIAN	
<b>Serial Number:</b>	88735569	MERIDIAN	
<b>Serial Number:</b>	90004172		
<b>Serial Number:</b>	90004179		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	404-870-5604		
<b>Email:</b>	rebecca.saferstein@agg.com		
<b>Correspondent Name:</b>	Rebecca Saferstein		
<b>Address Line 1:</b>	171 17th Street, NW, Suite 2100		
<b>Address Line 2:</b>	Arnall Golden Gregory LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>NAME OF SUBMITTER:</b>	Rebecca Saferstein		
<b>SIGNATURE:</b>	/s/ Rebecca Saferstein		
<b>DATE SIGNED:</b>	07/24/2020		
<b>Total Attachments: 10</b>			
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## **Intellectual Property Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2020, is made by the entity identified on the signature page hereto as Grantor (the "Grantor"), in favor of Truist Bank (the "Lender") in connection with the Credit Agreement, dated as of July 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between SOUTHEASTERN DATA COOPERATIVE, INC., a Georgia corporation (the "Borrower") and Lender.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 24, 2020 in favor of Lender (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges and assigns as security to Lender for the benefit of the Secured Parties, and grants to Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its registered Trademarks and all registered Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Trademark Collateral and subject to the security interest pledged.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

Section 7. Termination. This Trademark Security Agreement and the grant of a security interest in the Trademark Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Secured Obligations have been paid in full (other than contingent indemnification obligations as to which no claim has been made) and all Commitments have been terminated, whereupon this Trademark Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, at the written request and the expense of Borrower, promptly release, reassign and transfer the

Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

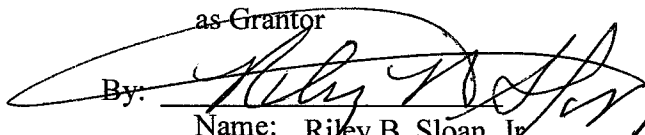
Annex II-3

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SOUTHEASTERN DATA COOPERATIVE,  
INC.

as Grantor

By: 

Name: Riley B. Sloan, Jr.

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

TRUIST BANK

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SOUTHEASTERN DATA COOPERATIVE,  
INC.

as Grantor

By: \_\_\_\_\_

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

TRUIST BANK

By:



Name: Roy J. Mossy III

Title: FVP, Middle Market Banking

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS – See attached,
2. TRADEMARK APPLICATIONS  
[Include Application Number and Date]
3. TRADEMARK LICENSES  
[Include complete legal description of agreement (name of agreement, parties and date)]



# MERIDIAN

**Word Mark** MERIDIAN

**Goods and Services** IC 009, US 021 023 026 036 038, G & S: Computer software, namely, an integrated suite of enterprise software programs for storage, management, retrieval, analysis, reporting, and delivery of business information relating to accounting, billing and payments, payroll, customer accounts, capital credits, and business assets, all in the field of cooperative and municipal distribution utilities. FIRST USE: 20191021, FIRST USE IN COMMERCE: 20191021

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 87796274

**Filing Date** February 13, 2018

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** July 17, 2018

**Registration Number** 5962152

**Registration Date** January 14, 2020

**Owner** (REGISTRANT) Southeastern Data Cooperative, Inc. CORPORATION GEORGIA Suite 500  
100 Ashford Center N. Atlanta GEORGIA 303384865

**Attorney of Record** Michael K. Stewart

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

# MERIDIAN

**Word Mark** MERIDIAN

**Goods and Services** IC 042. US 100 101. G & S: providing on-line non-downloadable software, namely, an integrated suite of on-line non-downloadable enterprise software programs for storage, management, retrieval, analysis, reporting, and delivery of business information relating to accounting, billing and payments, payroll, customer accounts, capital credits, and business assets, all in the field of cooperative and municipal distribution utilities

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 88735569

**Filing Date** December 20, 2019

**Current Basis** 1B

**Original Filing Basis** 1B

**Published for Opposition** April 28, 2020

**Owner** (APPLICANT) Southeastern Data Cooperative, Inc. CORPORATION GEORGIA Suite 500  
100 Ashford Center N ASanta GEORGIA 30338

**Attorney of Record** Michael K. Stewart

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE



**Goods and Services** IC 009, US 021 023 026 036 038, G & S: Computer software, namely, an integrated suite of enterprise software programs for storage, management, retrieval, analysis, reporting, and delivery of business information relating to accounting, billing and payments, payroll, customer accounts, capital credits, and business assets, all in the field of cooperative and municipal distribution utilities. FIRST USE: 20191021. FIRST USE IN COMMERCE: 20191021

**Mark**

**Drawing Code** (2) DESIGN ONLY

**Design** 26.01.04 - Circles with two breaks or divided in the middle

**Search Code** 26.17.10 - Lines, zig-zag ; Zig-zag line(s)

**Serial Number** 90004172

**Filing Date** June 16, 2020

**Current Basis** 1A

**Original Filing Basis** 1A

**Owner** (APPLICANT) Southeastern Data Cooperative, Inc. CORPORATION GEORGIA Suite 500 100 Ashford Center N. Atlanta GEORGIA 303364866

**Attorney of Record** Michael K. Stewart

**Description of Mark** THE MARK CONSISTS OF A CIRCLE SUBSTANTIALLY ENCLOSING AN ABSTRACT ZIG-ZAG SHAPE WITH ONE HIGHER PEAK TO THE LEFT AND A SECOND LOWER PEAK TO THE RIGHT.

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE



**Goods and Services** IC 042. US 100 101. G & S: providing on-line non-downloadable software, namely, an integrated suite of on-line non-downloadable enterprise software programs for storage, management, retrieval, analysis, reporting, and delivery of business information relating to accounting, billing and payments, payroll, customer accounts, capital credits, and business assets, all in the field of cooperative and municipal distribution utilities

**Mark**

**Drawing Code** (2) DESIGN ONLY

**Design** 26.01.04 - Circles with two breaks or divided in the middle

**Search Code** 26.17.10 - Lines, zig-zag ; Zig-zag line(s)

**Serial Number** 90004179

**Filing Date** June 16, 2020

**Current Basis** 18

**Original Filing Basis** 18

**Owner** (APPLICANT) Southeastern Data Cooperative, Inc. CORPORATION GEORGIA Suite 500 100 Ashford Center N. Atlanta GEORGIA 303384865

**Attorney of Record** Michael K. Stewart

**Description of Mark** THE MARK CONSISTS OF A CIRCLE SUBSTANTIALLY ENCLOSING AN ABSTRACT ZIG-ZAG SHAPE WITH ONE HIGHER PEAK TO THE LEFT AND A SECOND LOWER PEAK TO THE RIGHT.

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator**