

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monogram Brands, LLC	FORMERLY MS Brands, LLC	09/30/2009	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	FIRSTBANK		
Street Address:	200 Fourth Avenue North		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3579170	KING COTTON	
Registration Number:	3527337	CIRCLE B BRAND	
Serial Number:	77455635	KING COTTON PLUMP 'N' TENDER	
CORRESPONDENCE DATA			
Fax Number:	(615)248-3040		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615/252-3552		
Email:	mward@babco.com		
Correspondent Name:	Mary C. Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	030375-044		
NAME OF SUBMITTER:	Mary Ward		

OP \$90.00 3579170

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**TRADEMARK
 REEL: 004092 FRAME: 0570**

Signature:	/mary ward/
Date:	11/06/2009
Total Attachments: 4 source=msbrands#page1.tif source=msbrands#page2.tif source=msbrands#page3.tif source=msbrands#page4.tif	

**FIRST AMENDMENT TO CONDITIONAL ASSIGNMENT
AND TRADEMARK SECURITY AGREEMENT**

This First Amendment to Conditional Assignment and Trademark Security Agreement (this "Amendment") dated as of September 30, 2009, is executed by MONOGRAM BRANDS, LLC ("Debtor"), a Tennessee limited liability company formerly known as MS BRANDS, LLC, and FIRSTBANK ("Secured Party"), a Tennessee banking corporation.

RECITALS

A. Debtor and Secured Party have previously entered into that certain Conditional Assignment and Trademark Security Agreement dated December 10, 2004 (the "Trademark Agreement"), whereby Debtor transferred and assigned to Secured Party and granted to Secured Party a security interest in all its right, title and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, then existing or thereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country (collectively, the "Trademarks"), including, without limitation, all such rights referred to in Schedule A attached thereto.

B. Since that time, Debtor has acquired the following additional trademarks (the "Additional Trademarks"):

Trademark Registration No. 3,579,170

Trademark: KING COTTON

Registered: February 24, 2009

Trademark Registration No. 3,527,337

Trademark: CIRCLE B BRAND

Registered: November 4, 2008

Trademark Serial No. 77,455,635

Trademark: KING COTTON PLUMP 'N' TENDER

Registered: April 23, 2008

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Collateral Assignment. Debtor hereby reaffirms its prior transfer and assignment to Secured Party and its prior grant to Secured Party of a security interest in all of its Trademarks, including, but not limited to, the trademarks described on Schedule A attached to the Trademark Agreement and the Additional Trademarks. Without limiting the foregoing, to secure the Obligations (as defined in the Trademark Agreement), Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a continuing security interest in all of its

now owned or hereafter acquired Trademarks, including, but not limited to, the trademarks described on Schedule A attached to the Trademark Agreement and the Additional Trademarks.

2. Reaffirmation. Debtor hereby reaffirms all representations and warranties set forth in the Trademark Agreement as being true and correct as of the date hereof. Except as expressly amended hereby, all terms and provisions of the Trademark Agreement remain in full force and effect. Debtor acknowledges and agrees that the Trademark Agreement, as amended hereby, is enforceable against Debtor in accordance with its terms, subject to no setoff, counterclaim, or defense whatsoever.

3. Amendment, Modification, and Waiver in Writing. No provision of this Amendment can be amended, modified, or waived, except by a statement in writing signed by all parties to this Amendment.

4. Severability. Should any provision of this Amendment be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

5. Captions Not Controlling. Captions and headings have been included in this Amendment for the convenience of the parties, and shall not be construed as affecting the content of the respective paragraphs.

6. Counterparts. This instrument may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

7. Applicable Law. The validity, construction, and enforcement of this Amendment shall be determined according to the substantive laws of Tennessee without regard to conflicts principles, and by applicable federal law, to the extent that federal law may support the enforceability of this Amendment.

[signature page follows]

This First Amendment to Conditional Assignment and Trademark Security Agreement is executed as of the date first written above.

MONOGRAM BRANDS, LLC

By: _____

Title: _____

FIRSTBANK

By: *James B. Colburn* ^{ES}

Title: *Vice President*

This First Amendment to Conditional Assignment and Trademark Security Agreement is executed as of the date first written above.

MONOGRAM BRANDS, LLC

By: 

Title: President

FIRSTBANK

By: _____

Title: _____