DMB_Collection 0651-0027 (ex.p. 6/30/		United States Patent N FORM COVER SHEET	ENT OF COMMERC and Trademark Offi
		MARKS ONLY	
To the director of the U. S	. Patent and Trademark Office; P	lease record the attached documents or the new address	s(es) below.
Name of conveying party(ies)/Execution Date(s):		2. Name and address of receiving party(les)	
L.P. Brown Company, Inc.		Additional names, addresses, or citizenship attached?	☐ Yes
		Name: Wachovia Bank, National Association	⊠ No
		Internal	
	-	Address:	
☐ individual(s)	☐Association	Street Address: 12 East 49th Street, MC J0109-431	
General Partnership		City: New York	
⊠Corporation-State □Other:			
 Citizenship (see guidelines) [[n e	State: <u>NY</u>	
		Country: <u>USA</u> Zip: <u>1001</u> :	<u>7</u>
Execution Date(s) <u>January 29, 2010</u> Additional names of conveying parties attached? \(\sum_{Yes} \overline{\text{No}}\) No			
	à barnes arreches : 17 (66 17) (40	☐ Association Citizenship <u>USA</u>	
3. Nature of conveyance:		General Partnership Citizenship	
Assignment Assignment		Limited Partnership Citizenship	
Security Agreement	☐ Change of Name	☐ Corporation Citizenship ☐ Other ☐ Citizenship	
☐ Other		-	in-natio
		If assignee is not domiciled in the United States, a c representative designation is attached. ☐Yes ☒ N (Designations must be a separate document from a	lo
 Application number(s) or A. Trademark Application No. 	registration number(s) and ide	ntification or description of the Trademark.	
n. Hademark Application No.	(s) See Attached Schedule i	B. Trademark Registration No.(s) See Attached Sch Additional sheet(s) attached?	Yes □No
C. Identification or Description	of Trademark(s) (and Filing Date	e if Application or Registration Number is unknown)	
Name address of party to whom correspondence concerning document should be malled: Name: Susan O'Brien		6. Total number of applications and registrations involved:	4
Internal Address: UCC Direct Services		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card	
Street Address: 187 Wolf Road, Suite 101		☐ Authorized to be charged to deposit account	
· •		☐ Enclosed	
City: <u>Albany</u>		8. Payment Information:	
State: <u>NY</u>	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers	
Phone Number: 800-342-3676	5	Expiration Date	

2010 9. Signature: Date Total number of pages including cover sheet, attachments, and document.

Kareem Ansley
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004148 FRAME: 0576

Expiration Date

b. Deposit Account Number ___

Authorized User Name: _____

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

Trademarks

Trademark	Jurisdiction	Filing Number	Registration Number	Registration Date
BALE GUARD	US	78/883,255	3299980	25-Sep-07
COTTON TOPPER	บร	74/671,581	1998068	3-Sep-96
HERCULITE	us	74/305,918	1769685	11-May-93
ULTRA TWIST	US	78/207,368	2850815	08-Jun-04

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TO: SUSAN O'BRIEN COMPANY: UCC DIRECT SERVICES

02/04/2010 700428713

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B. Columbian (RS) - OCET (pp. p. 6739/2004	RECORDATION :	FORM COVER SHIET	
	TRADEM	ARKS ONLY	- Land Brokers
To the director of the U.S. Pate	nt and Trademark Office: Pla	team record the attached documents or the new actives 2. Name and address of receiving perty(se)	Carrier,
, Name of conveying party(lee):	Execution Date(*):	The leading the expenses of the same of th	☑ Yes
L.P. Brown Company, Inc.		Additional names, addresses, or olizanship attached?	₩o
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		Internet Address:	
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General Partnership	Limited Partnesship	Street Sections: 15 Cast de Carter un vo parison.	
_ICopporation-State		City: Naw York	
Other:		State: NY	
Cilizanahip (see guidelinus) <u>DE</u>		Country: USA Zip: 1991	7
execution Data(s) January 29, 201	o o		-
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•	C Manage	Limited Partnership Citizenship	
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Security Agreement	Charge of Name	Cither Citizenship	
Other		If garignee is not domiciled in the United States, a	demestic
		I morecentrative designation is attached. Thes (2) i	₩ >
		(Designations must be a separate document from a	
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s. Name address of party to who	ин соглафойшти	E. Total number of applications and	12
concerning document should be	tenfort.	registrations involved:	8
Name: <u>Gueen O'Hrien</u>		7. TOU (see (27 CPR 26(b)(8) 4 2.41) \$ 1/5-	
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City: Albeing		Spokend B. Payment Information:	
	Tt. 40000	E. Payagan incomments	7.5/2
State: <u>NY</u>	Zip: <u>12206</u>	e, Credit Gero Lant 4 Numbers	710
Phone Number: <u>800-342-3576</u>		Expiration Data /	0/12
Fex Number: <u>900-982-7949</u>		b. Deposit Asyaunt Number	
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O. Olgneture:	Signature		nii Nii
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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of January 29 2010, is by L.P. BROWN COMPANY, INC., a Delaware corporation, having an office at 6060 Primacy Parkway, Suite 454, Memphis, TN 38119 (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at 12 East 49th Street, MC J0109-431, New York, NY 10017 ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and the Grantor have previously entered into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Grantor as set forth in the Accounts Receivable Financing Agreement [Security Agreement], dated as of September 4, 1986, by and between Grantor and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements").

WHEREAS, under the terms of the Loan Agreement and the other Financing Agreements, Grantor has granted to the Secured Party a security interest in certain property, including, without limitation, certain of its intellectual property and other general intengibles, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and the other Financing Agreements.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
- (a) all of its trademarks, trademark rights and trademark applications, including those referred to on <u>Schedule I</u> hereto (as such schedule may be amended or supplemented from time to time);

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- (b) all reissues, continuations, continuations-in-part or extensions of the foregoing;
- (c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing:
- (d) all extensions, renewals, reissues, divisions, continuations, and continuationsin-part of any of the foregoing;
- (e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;
- (f) goodwill of the business conducted with the use of the foregoing (including any goodwill associated with any trademark, trademark right or trademark application); and
- (g) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.
- 3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Loan Agreement. 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 bereby are more fully set forth in the Loan Agreement and the other Financing Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement and the other Financing Agreements, the provisions of the Loan Agreement and the other Financing Agreements shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto, for the exercise of the rights and remedies granted to Secured Party under the Loan Agreement and the other Financing Agreements following the occurrence and during the continuance of an Event of Default.
- 4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.
- 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor and Secured Party have executed this Trademark Security Agreement as of the day and year first above written.

L.P. BROWN COMPANY, INC.

ACKNOWLEDGMENT OF GRANTOR

STATE OF <u>TEAMESSEE</u>)

86.

COUNTY OF SHELBY

On this 39 day of January ___, 2010 before me personally appeared Chorles ____, 2010 before me personally appeared Chorles the foregoing instrument on behalf of L.P. BROWN COMPANY, INC., who being by me duly swom did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

ALTERNATION OF THE PARTY OF THE

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement - Federal Compress]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION, as Secured Party

By: Dave Luca-Name: Da 15, C. 15, S. Title: DI21, C. 16/2

[Signature Page to Trademark Security Agreement - Federal Compress]

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF)	
COUNTY OF) ss.:)	
	IN BY THESE PRESENTS, that L.P. BROWN COMP ("Debtor"), having an office at	ANY, INC., a
	y appoints and constitutes, WACHOVIA BANK,	NATIONAL
ASSOCIATION ("Secu	red Party"), and cach of Secured Party's officers, its troof of substitution and with full power and authority to perform	ue and lawfu'
assignment, or other pap the purpose of assigning and to the Trademark Co	and delivery of any and all agreements, documents, as which Secured Party, in its discretion, deems necessary of selling, or otherwise disposing of all right, title, and interestant (as defined in the Security Agreement referred to be istering and filing of, or accomplishing any other formality	or advisable for st of Debtor in low), or for the
	and delivery of any and all documents, statements, certificity, in its discretion, deems necessary or advisable to further him I hereof.	
Trademark Security Agr "Security Agreement")	ttorney, being a power coupled with an interest, is made sement between Debtor and Secured Party, dated as of the d and may not be revoked until the payment in full o noted term is defined in the Security Agreement.	late hercof (the
January, 2010		
	L.P. BROWN COMPANY, INC	
	Ву:	
	Name:	
	Title:	

[Special Power of Attorney (Trademark) [Hain]

STATE OF	
COUNTY OF	
, who proved to me on the bathe foregoing instrument on behalf of L.F. did depose and say that he is an authorize	, 2010 before me personally appeared asis of satisfactory evidence to be the person who executed P. BROWN COMPANY, INC, who being by me duly swom and officer of said company, that the said instrument was orized by its Board of Directors and that he acknowledged and of said company.
{seal}	Notary Public

[Special Power of Attorney (Trademark) [Hain]