

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
E.C. Barton & Company		08/31/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	200 W. Capitol Avenue		
<b>City:</b>	Little Rock		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72201		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3367875	E.C. BARTON & COMPANY SINCE 1885	
<b>Registration Number:</b>	3390917	BARTON'S	
<b>Registration Number:</b>	3390883	BARTON'S	
<b>Registration Number:</b>	3367851	E. C. BARTON & COMPANY	
<b>Registration Number:</b>	1911994	GROSSMAN'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(501)376-9442		
<b>Phone:</b>	(501) 371-0808		
<b>Email:</b>	jdougherty@wlj.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	J. Charles Dougherty		
<b>Address Line 1:</b>	200 W. Capitol Ave., Ste. 2300		
<b>Address Line 4:</b>	Little Rock, ARKANSAS 72201		
<b>NAME OF SUBMITTER:</b>	J. Charles Dougherty		

**OP \$140.00 3367875**

**900203762**

**TRADEMARK  
 REEL: 004635 FRAME: 0517**

Signature:	/chuck dougherty/
Date:	10/04/2011
<p>Total Attachments: 12</p> <p>source=EC_Barton_sec_agmt#page1.tif source=EC_Barton_sec_agmt#page2.tif source=EC_Barton_sec_agmt#page3.tif source=EC_Barton_sec_agmt#page4.tif source=EC_Barton_sec_agmt#page5.tif source=EC_Barton_sec_agmt#page6.tif source=EC_Barton_sec_agmt#page7.tif source=EC_Barton_sec_agmt#page8.tif source=EC_Barton_sec_agmt#page9.tif source=EC_Barton_sec_agmt#page10.tif source=EC_Barton_sec_agmt#page11.tif source=EC_Barton_sec_agmt#page12.tif</p>	



AMENDMENT TO SECURITY AGREEMENT

This AMENDMENT TO SECURITY AGREEMENT ("Amendment") is dated as of August 31, 2011, between Bank of America, N.A. (the "Bank") and E.C. Barton & Company, a Delaware corporation (the "Borrower").

WITNESSETH:

Whereas, Borrower applied to Bank, and Bank has made, loans to provide financing to the Borrower. Bank has made the loans on the terms and conditions set forth in the Term Loan and Revolving Loan Credit Agreement dated May 19, 2006, between Borrower and Bank, as amended from time to time, and in the other documents evidencing and securing the loans including but not limited to the Promissory Note from Borrower to Bank dated May 19, 2006 in the original principal amount of \$26,000,000 (the "Original Revolving Credit Note") and the Promissory Note from Borrower to Bank dated May 19, 2006 in the original principal amount of \$35,000,000 (the "Term Note"). The Original Revolving Credit Note was increased, amended and restated pursuant to the Amended and Restated Promissory Note from Borrower to Bank dated January 11, 2008 in the principal amount of \$40,000,000; and

Whereas, Borrower and Bank now desire to amend and restate the aforesaid Loan Agreement, to terminate the Term Note, and to increase and extend the Original Revolving Credit Note (as amended and restated) and hereby agree that the loan shall be and remain subject to the terms and conditions of the aforesaid Loan Agreement, as amended and restated pursuant to the Amended and Restated Loan Agreement dated as of even date herewith (the "Loan Agreement") and as evidenced by the Amended and Restated Promissory Note in the principal amount of \$48,750,000 dated of even date herewith (the "Note").

Whereas, the obligations of the Borrower pursuant to the Note and the Loan Agreement are secured by the Commercial Security Agreement dated May 19, 2006 from Borrower to Lender (the "Security Agreement"), and Bank of Borrower desire to amend the Security Agreement to provide for, among other things, additional collateral for the obligations of the Borrower pursuant to the Note and the Loan Agreement; and

Now, Therefore, in consideration of mutual benefits inuring to one another and the mutual promises set forth in these premises, the Bank and the Borrower agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement and the Security Agreement.
2. Amendment to Security Agreement. Section 3 of the Security Agreement is hereby amended to read as follows:

"1. COLLATERAL. The collateral shall consist of all of the following-described property and the Borrower's rights, title and interest in such property whether now or hereafter existing or now owned or hereafter acquired by the Borrower (collectively, the "Collateral");

All rights to the payment of money or other forms of consideration of any kind to the Borrower (whether classified under the UCC as accounts, contract rights, chattel paper, general intangibles or otherwise), for goods sold or leased or for services rendered, including, but not limited to, accounts receivable, promissory notes, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, notes, drafts, instruments, documents, acceptances and all other debts, obligations and liabilities in whatever form from any person to the Borrower arising from goods sold or leased or from services rendered, together with all guaranties, security and liens securing payment thereof (collectively, the "Accounts Receivable");

All of the Borrower's now owned and hereafter acquired inventory, goods, merchandise, and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease,

all raw materials, work-in-progress, finished goods, returned and repossessed goods, and materials and supplies of any kind, nature or description which are or might be used or consumed in the Borrower's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such inventory, goods, merchandise and such other personal property, and all documents of title or other documents representing them, including equipment held for rental by and in the possession of third parties in the ordinary course of business (collectively, the "Inventory");

All of Borrower's machinery, equipment and tangible personal property of every kind and nature whatsoever, wherever located (the "Equipment");

All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

All monies, instruments, and savings, checking, certificates of deposit or other deposit accounts that are now or are in the future in Lender's custody or control (excluding IRA, Keogh, trust accounts, and deposits subject to tax penalties if so assigned);

All accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above;

All proceeds and products of any of the above; and

All books and records pertaining to any of the above."

3. Continuation of and References to Security Agreement. The Security Agreement shall remain in full force and effect except as specifically amended pursuant to the provisions hereof. All references in the Security Agreement to "this Agreement" or "this Security Agreement" shall refer to the Security Agreement as amended by this Amendment and all previous amendments. All references to the Security Agreement contained in the Loan Agreement and the other Loan Documents shall be deemed to refer to the Security Agreement as amended by this Amendment.

4. Waiver of Defenses. In consideration for Bank consenting to this Amendment, Borrower waives all claims, causes of actions, defenses, counterclaims, whether known or unknown, against Bank that may exist under the Loan Agreement, the Security Agreement and any of the other Loan Documents, or federal or state law, including any motion for relief of stay under any bankruptcy proceedings affecting Borrower or any related party.

5. Binding Agreement. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, their successors, legal representative, and assigns.

6. Modification. Should any provision of this Amendment be deemed invalid or unenforceable, or contrary to applicable law, the parties hereto agree that such provision shall automatically be deemed to be reformed so that it is consistent with applicable law, or severed from this Amendment, in order to allow the remaining provisions hereof to be enforceable with applicable law.

7. Headings. The headings contained herein are for convenience only and shall not be used to be used to interpret or construe its provisions.

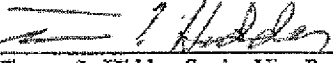
8. Survival. This Amendment shall be binding upon the parties hereto, as well as their respective heirs, legal representatives, successors and assigns.

9. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Arkansas.

10. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Security Agreement to be executed as of the date first written above.

**BANK OF AMERICA, N.A.**

By:   
Thomas L. Hilder, Senior Vice President

**E.C. BARTON & COMPANY**

By:   
Niel Crowson, Chairman, President and CEO

## COMMERCIAL SECURITY AGREEMENT

This Commercial Security Agreement (this "Agreement"), dated May 19, 2006, is executed and entered into by and between **E.C. BARTON & COMPANY**, a Delaware corporation (the "Borrower"), and **BANK OF AMERICA, N.A.**, a national banking association ("Lender"), pursuant to that certain Term Loan and Revolving Loan Credit Agreement, dated May 19, 2006, (the "Loan Agreement") between Borrower and Lender. Capitalized terms not defined herein shall have the meanings given such terms in the Loan Agreement.

1. **SECURITY INTEREST.** For good and valuable consideration, the Borrower hereby grants to Lender a continuing security interest in the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined).

2. **OBLIGATIONS.** The Collateral (as hereinafter defined) shall secure the payment and performance of all of Borrower's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied, indebtedness, (including costs of collection, legal expenses and reasonable attorneys' fees, incurred by Lender upon the occurrence of a default under the Loan Agreement, in collecting or enforcing payment of such indebtedness, or preserving, protecting or realizing on the Collateral herein), liabilities, obligations and covenants (cumulatively, the "Obligations") to Lender including those arising under or pursuant to:

(a) the Loan Agreement (including, but not limited to, the Loan Obligations as defined and defined in the Loan Agreement), the Term Note, the Revolving Credit Note, the Mortgages, and any Rate Protection Agreement;

(b) and all other evidences of indebtedness, agreements, instruments, guaranties, or otherwise of Borrower to Lender of every type or description that now exists or arises in the future (whether incurred for the same or different purposes than the foregoing);

(c) all predecessors, renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing; and

(d) applicable law.

3. **COLLATERAL.** The collateral shall consist of all of the following-described property and the Borrower's rights, title and interest in such property whether now or hereafter existing or now owned or hereafter acquired by the Borrower (collectively, the "Collateral"):

All rights to the payment of money or other forms of consideration of any kind to the Borrower (whether classified under the UCC as accounts, contract rights, chattel paper, general intangibles or otherwise), for goods sold or leased or for services rendered, including, but not limited to, accounts receivable, promissory notes, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, notes, drafts, instruments, documents, acceptances and all other debts, obligations and liabilities in whatever form from any person to the Borrower arising from goods sold or leased or from services rendered, together with all guaranties, security and liens securing payment thereof (collectively, the "Accounts Receivable");

All of the Borrower's now owned and hereafter acquired inventory, goods, merchandise, and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned and repossessed goods, and materials

and supplies of any kind, nature or description which are or might be used or consumed in the Borrower's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such inventory, goods, merchandise and such other personal property, and all documents of title or other documents representing them, including equipment held for rental by and in the possession of third parties in the ordinary course of business (collectively, the "Inventory");

All of Borrower's machinery, equipment and tangible personal property of every kind and nature whatsoever, wherever located (the "Equipment");

All monies, instruments, and savings, checking, certificates of deposit or other deposit accounts that are now or are in the future in Lender's custody or control (excluding IRA, Keogh, trust accounts, and deposits subject to tax penalties if so assigned);

All accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above;

All proceeds and products of any of the above; and

All books and records pertaining to any of the above.

4. **BORROWER'S TAXPAYER IDENTIFICATION.** Borrower's social security number or federal taxpayer identification number is: 71-0011610.

5. **RESIDENCY/LEGAL STATUS.** The Borrower is a corporation; duly organized, validly existing and in good standing under the laws of the State of Delaware.

6. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** The Borrower represents, warrants and covenants to Lender that:

(a) Borrower is and shall remain the sole owner of the Collateral;

(b) Neither Borrower nor, to the best of Borrower's current, actual knowledge, any other party used, generated, released, discharged, stored, or disposed of any hazardous material, toxic substance, or related material on any of the real property on which the Collateral is located, except as used in the ordinary course of Borrower's business and in accordance with applicable law and except as described in the environmental report previously submitted by Borrower pursuant to the provisions of the Loan Agreement. Borrower shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute;

(c) Borrower's chief executive office, chief place of business, and offices where its business records relating to the Collateral are located is, 2929 Brown's Lane, Jonesboro, Arkansas 72401.

Borrower shall immediately advise Lender in writing of any change in or addition to the foregoing

addresses;

(d) Borrower shall not become a party to any restructuring of its form of business or participate in any consolidation, merger, liquidation or dissolution without Lender's prior written consent, which consent shall not be unreasonable withheld;

(e) Borrower shall notify Lender of the nature of any intended change of Borrower's name, or the use of any trade name, and the effective date of such change;

(f) The Collateral is and shall at all times remain free of all tax and other liens, security interests, encumbrances and claims of any kind except for those belonging to Lender, except for which Lender has consented in writing. Without waiving the event of default as a result thereof, Borrower shall take any action and execute any document needed to discharge the foregoing liens, security interests, encumbrances and claims;

(g) Borrower shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein;

(h) Borrower, upon request of Lender, will deliver to Lender in form satisfactory to Lender a schedule of Collateral locations relating to Borrower's operations, including without limitation all properties where Collateral is or may be located. Except in the ordinary course of its business, Borrower shall not remove the Collateral from its existing locations without the prior written consent of Lender;

(i) Borrower shall provide Lender with possession of all chattel paper and instruments constituting the Collateral, and Borrower shall promptly mark all chattel paper, instruments, and documents constituting the Collateral to show that the same are subject to Lender's security interest;

(j) All of Borrower's accounts or contract rights; chattel paper; documents; general intangibles; instruments; and federal, state, county, and municipal government and other permits and licenses; trusts, liens, contracts, leases, and agreements constituting the Collateral are and shall be valid, genuine and legally enforceable obligations and rights belonging to Borrower against one or more third parties and not subject to any claim, defense, set-off or counterclaim of any kind;

(k) Borrower shall not amend, modify, replace, or substitute any account or contract right; chattel paper; document; general intangible; or instrument constituting the Collateral without the prior written consent of Lender, except in the ordinary course of business;

(l) Borrower has the right and is duly authorized to enter into and perform its obligations under this Agreement. Borrower's execution and performance of these obligations do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may now or hereafter be binding on Borrower;

(m) No action or proceeding is pending against Borrower which might result in any material or adverse change in its business operations or financial condition or materially affect the Collateral;

(n) To the best of its current actual knowledge Borrower has not violated, and Borrower shall not violate, any applicable federal, state, county or municipal statute, regulation or ordinance (including but not limited to those governing Hazardous Materials) which may materially and adversely affect its business operations or financial condition or the Collateral;

(o) This Agreement and the obligations described in this Agreement are executed and incurred



for business and not consumer purposes.

7. **SALE OF COLLATERAL.** Borrower shall not assign, convey, lease, sell or transfer any of the Collateral to any third party without the prior written consent of Lender except for sales or leases of inventory to buyers or lessees in the ordinary course of business.

8. **FINANCING STATEMENTS AND OTHER DOCUMENTS.** The Borrower shall at any time and from time to time take all actions and execute all documents required by Lender to attach, perfect and maintain Lender's security interest in the Collateral and establish and maintain Lender's right to receive the payment of the proceeds of the Collateral including, but not limited to, executing any financing statements, fixture filings, continuation statements, notices of security interest and other documents required by the Uniform Commercial Code and other applicable law. The Borrower shall pay the costs of filing such documents in all offices wherever filing or recording is deemed by Lender to be necessary or desirable. Lender shall be entitled to perfect its security interest in the Collateral by filing carbon, photographic or other reproductions of the aforementioned documents with any authority required by the Uniform Commercial Code or other applicable law. The Borrower authorizes Lender to execute and file any financing statements, as well as extensions, renewals and amendments of financing statements in such form as Lender may require to perfect and maintain perfection of any security interest granted in this Agreement.

9. **INQUIRIES AND NOTIFICATION TO THIRD PARTIES.** The Borrower hereby authorizes Lender to contact any third party and make any inquiry pertaining to Borrower's financial condition or the Collateral. In addition, Lender is authorized to provide oral or written notice of its security interest in the Collateral to any third party and, following a default hereunder, to make payment to Lender.

10. **Reserved.**

11. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTIES.** Lender shall be entitled to notify, and upon the request of Lender, the Borrower shall notify any account debtor or other third party (including, but not limited to, insurance companies) to pay any indebtedness or obligation owing to the Borrower and constituting the Collateral (cumulatively, the "Accounts") to Lender if a default exists under this Agreement and all applicable cure periods have lapsed. The Borrower shall diligently collect the Accounts owing to the Borrower from its account debtors and other third parties until the giving of such notification. In the event that the Borrower possesses or receives possession of any instruments or other remittances with respect to the Accounts following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Accounts or the payment of any insurance proceeds, the Borrower shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Accounts if an event of default exists under this Agreement. Lender shall not be liable to Borrower for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

12. **POWER OF ATTORNEY.** The Borrower hereby appoints Lender as attorney-in-fact to endorse such Borrower's name on all instruments and other remittances payable to the Borrower with respect to the Accounts, including any items received by Lender in any lockbox account, or other documents pertaining to Lender's actions in connection with the Accounts. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Borrower under this Agreement. Lender's performance of such action or execution of such documents shall not relieve the Borrower from any obligation or cure any default under this Agreement. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable. Lender shall not exercise any

of the power of attorney described in this paragraph unless and until there is a default hereunder and all applicable cure periods have expired.

13. **USE AND MAINTENANCE OF COLLATERAL.** The Borrower shall use the Collateral solely in the ordinary course of its business, for the usual purposes intended by the manufacturer (if applicable), with due care, and in compliance with the laws, ordinances, regulations, requirements and rules of all federal, state, county and municipal authorities including environmental laws and regulations and insurance policies.

14. **LOSS OR DAMAGE.** The Borrower shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to all or any part of the Collateral. In the event of any Loss or Damage, Borrower will either restore the Collateral to its previous condition, replace the Collateral with similar property acceptable to Lender in its sole discretion, or pay or cause to be paid to Lender the decrease in the fair market value of the affected Collateral.

15. **INSURANCE.** The Collateral will be kept insured for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. If the Collateral consists of a motor vehicle, Borrower will obtain comprehensive and collision coverage in amounts at least equal to the actual cash value of the vehicle with deductibles not to exceed \$10,000. Insurance coverage obtained by Borrower shall be from a licensed insurer subject to Lender's approval. Borrower shall assign to Lender all rights to receive proceeds of insurance not exceeding the amount owed under the obligations described above, and direct the insurer to pay all proceeds directly to Lender. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee. In the event the Borrower fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Collateral and charge the insurance cost as an advance of principal under the secured obligations. The Borrower shall furnish Lender with evidence of insurance indicating the required coverage. Upon a default and expiration of any cure periods, Lender may act as attorney-in-fact for Borrower in making and settling claims under insurance policies, canceling any policy or endorsing Borrower's name on any draft or negotiable instrument drawn by any insurer.

16. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of the Borrower's obligations with respect to the Collateral under any circumstances. Other than with respect to Lender's own acts of gross negligence or willful misconduct, the Borrower shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorney's fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to its business operations or the Collateral including, but not limited to, those arising from Lender's performance of the Borrower's obligations with respect to the Collateral. Borrower, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorney's fees, legal expenses and other costs to the extent permitted by applicable law, incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Borrower's cost.

17. **TAXES AND ASSESSMENTS.** The Borrower shall execute and file all tax returns and pay all taxes, licenses, fees and assessments relating to its business operations and the Collateral (including, but not limited to, income taxes, personal property taxes, withholding taxes, sales taxes, use taxes, excise taxes and workers' compensation premiums) in a timely manner.

18. **INSPECTION OF COLLATERAL AND BOOKS AND RECORDS.** Borrower shall

allow Lender or its agents to examine, inspect and make abstracts and copies of the Collateral and Borrower's books and records pertaining to Borrower's business operations and financial condition or the Collateral during normal business hours. Borrower shall provide any assistance required by Lender for these purposes. All of the signatures and information pertaining to the Collateral or contained in the books and records shall be genuine, true, accurate and complete in all respects. Borrower shall note the existence of Lender's security interest in their books and records pertaining to the Collateral.

19. **DEFAULT.** Borrower shall be in default under this Agreement in the event that the Borrower:

(a) fails to make any payment under this Agreement, any Obligations, or any other indebtedness to Lender when due or within any applicable grace period;

(b) fails to perform any material obligation or breaches any warranty or covenant to Lender contained in this Agreement or any other present or future written agreement regarding this or any other indebtedness to Lender within 30 days after written notice from Lender of such occurrence, provided, however, if said default may not be reasonably cured with said 30 days, Borrower shall be afforded a reasonable amount of time, not to exceed 60 days, to pursue such cure, provided Borrower continuously and diligently pursues said cure;

(c) provides or causes any false or misleading signature or representation to be provided to Lender;

(d) allows the Collateral to be destroyed, lost or stolen, damaged in any material respect, or subjected to seizure or confiscation, unless there is adequate insurance for any of same;

(e) seeks to revoke, terminate or otherwise limit its liability under any continuing guaranty;

(f) permits the entry or service of any garnishment, judgment, tax levy, attachment or lien against the Borrower, or any of their property, unless Borrower shall be contesting same in good faith;

(g) is dissolved or terminated, ceases to operate its business, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay any debts as they become due, or becomes the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding;

(h) allows the Collateral to be used by anyone to transport or store goods, the possession, transportation, or use of which, is illegal;

(i) defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or other agreement in favor of any other creditor or person that may materially affect any of the Collateral or the Borrower's ability to repay the Obligations.

20. **RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Agreement and any applicable cure periods have expired, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law and subject to the rights of secured parties with liens superior to Lender):

(a) to declare the Obligations immediately due and payable in full;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

- (c) to take possession of any Collateral in any manner permitted by law;
- (d) to apply for and obtain, without notice and upon ex parte application, the appointment of a receiver for the Collateral without regard to Borrower's financial condition or solvency, the adequacy of the Collateral to secure the payment or performance of the obligations, or the existence of any waste to the Collateral;
- (e) to require the Borrower to deliver and make available to Lender any Collateral at a place reasonably convenient to Borrower and Lender;
- (f) to sell, lease or otherwise dispose of any Collateral and collect any deficiency balance with or without resorting to legal process;
- (g) to set-off the Borrower's obligations against any amounts due to Borrower including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. If notice to the Borrower of intended disposition of Collateral is required by law, Lender will provide reasonable notification of the time and place of any sale or intended disposition as required under the Uniform Commercial Code. In the event that Lender institutes an action to recover any Collateral or seeks recovery of any Collateral by way of a prejudgment remedy in an action against the Borrower, such Borrower waives the posting of any bond which might otherwise be required. Upon any default, Borrower shall segregate all proceeds of Collateral and hold such proceeds in trust for Lender. Lender's remedies under this paragraph are in addition to those available at common law, such as setoff.

21. **APPLICATION OF PAYMENT.** Whether or not a default has occurred under this Agreement, all payments made by or on behalf of Borrower and all credits due to Borrower from the disposition of the Collateral or otherwise may be applied against the amounts paid by Lender (including attorney's fees and legal expenses) in connection with the exercise of its rights or remedies described in this Agreement and any interest thereon, and then to the payment of the remaining Obligations in whatever order Lender chooses.

22. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Borrower shall reimburse Lender for all amounts (including reasonable attorney's fees and legal expenses) expended by Lender in the performance of any action required to be taken by Borrower or the exercise of any right or remedy belonging to Lender under this Agreement, together with interest thereon at the lower of the highest rate described in any promissory note or credit agreement executed by the Borrower or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations, shall be secured by the Collateral identified in this Agreement and shall be payable upon demand.

23. **ASSIGNMENT.** Borrower shall not be entitled to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Lender. Consent may be withheld by Lender in its sole discretion. Borrower shall be entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Lender in any manner.

24. **MODIFICATION AND WAIVER.** The modification or waiver of any of the Borrower's Obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender.

Lender may perform any of the Borrower's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. The Borrower's Obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to the Borrower or third party or any of its rights against the Borrower, third party or collateral.

25. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

26. **NOTICES.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described below or such other address as the parties may designate in writing from time to time.

If to Lender:

Bank of America, N.A.  
200 West Capitol Avenue  
Little Rock, Arkansas 72201

If to Borrower:

E.C. Barton & Company  
2929 Brown's Lane  
Jonesboro, Arkansas 72401

27. **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

28. **APPLICABLE LAW.** In addition to applicable federal law, this Agreement, the Loan Agreement and the Notes, and the rights and obligations of the parties hereunder and thereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Arkansas, except for matters related to the exportation of interest (as defined by federal law) which will be governed by, construed and enforced in accordance with applicable federal laws and the laws of the State of North Carolina. Borrower consents to the jurisdiction and venue of any court located in the state of Arkansas in the event of any legal proceeding pertaining to the negotiation, execution, performance or enforcement of any term or condition contained in this Agreement or any related document and agrees not to commence or seek to remove such legal proceeding in or to a different court.

29. **COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Borrower agrees to pay Lender's reasonable attorneys' fees and collection costs.

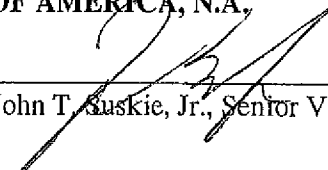
30. **MISCELLANEOUS.** This Agreement is executed for commercial purposes. Borrower shall supply information regarding Borrower's business operations and financial condition or the Collateral in the form and manner as requested by Lender from time to time. All information furnished by Borrower to Lender shall be true, accurate and complete in all respects. Borrower and Lender agree that time is of the essence. The Borrower waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to "Borrower" in this Agreement shall include all parties signing below except Lender. This Agreement shall be binding upon the heirs, successors and assigns of Borrower and Lender. This Agreement shall remain in full force and effect until Lender provides Borrower with written notice of termination. This Agreement and any related documents represent the complete and integrated understanding between Borrower and Lender pertaining to the terms and conditions of those documents.

*Borrower acknowledges that Borrower has read, understands, and agrees to the terms and conditions of this Agreement.*

Dated: May 19, 2006

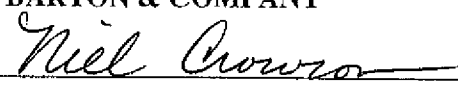
**BANK OF AMERICA, N.A.**

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

  
John T. Suskie, Jr., Senior Vice President

**E.C. BARTON & COMPANY**

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

  
Niel Crowson, Chairman, President and CEO