



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**List of Trademarks and Trademark Applications**

**Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Filing Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
BALE GUARD	US	78/883,255	3299980	25-Sep-07
COTTON TOPPER	US	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



## 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 intangibles, 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 Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(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 continuations-in-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 hereby 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]

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.

By: Charles C. Jackson  
Name: Charles C. Jackson  
Title: Chief Executive Officer

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF TENNESSEE  
COUNTY OF SHELBY

ss.

On this 7<sup>th</sup> day of January, 2010 before me personally appeared Charles C. Jackson, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of L.P. BROWN COMPANY, INC., who being by me duly sworn 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.



Gina M. Youngblood  
Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement - Federal Compass]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION, as  
Secured Party

By: Dave Lucas  
Name: DAVE LUCAS  
Title: DEPUTY CEO

*[Signature Page to Trademark Security Agreement - Federal Express]*





STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_ day of January \_\_, 2010 before me personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of L.P. BROWN COMPANY, INC, who being by me duly sworn 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.

\_\_\_\_\_  
Notary Public

{seal}

*[Special Power of Attorney (Trademark) [Hain]*