

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
John L. Underwood Company, Inc.		10/05/2010	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCC, LLC		
<b>Doing Business As:</b>	DBA First Capital		
<b>Street Address:</b>	565 Fifth Avenue, 19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3571452	LOCKWOOD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(914)288-0023		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(914) 821-9078		
Email:	tmdocket@leasonellis.com		
Correspondent Name:	Maren Perry/Leason Ellis		
Address Line 1:	81 Main Street, Suite 503		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	3503/8581-000		
NAME OF SUBMITTER:	Maren C. Perry		
Signature:	/mcp/		
Date:	10/13/2010		

OP \$40.00 3571452

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 5, 2010, is made by and among JOHN L. UNDERWOOD COMPANY, INC., a Georgia corporation (the "Pledgor") and FCC, LLC, a Florida limited liability company doing business as First Capital (the "Lender").

### Recitals

John L. Underwood Company, Inc., Underwood Air Systems, Inc., Underwood HVAC, Inc., Lockwood Products, Inc. and Underwood Administrative Services, Inc. (collectively, the Borrower) and Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement").

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Guarantied Obligations" means each and every debt, liability and Guarantied Obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which Borrower may now or at any time hereafter owe to Lender, whether such debt, liability or Guarantied Obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Guarantied Obligations (as defined in the Loan Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Pledgor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. Security Interest. Pledgor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent

permitted by law, in the Trademarks to secure payment of the Guaranteed Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Pledgor represents, warrants and agrees as follows:

(a) **Trademarks.** **Exhibit A** accurately lists all Trademarks owned or controlled by the Pledgor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit A** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Pledgor's, Borrower's or any Affiliate's business(es). If after the date hereof, Pledgor owns or controls any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to the Pledgor's, Borrower's or any Affiliate's business(es)), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Pledgor shall promptly provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate of the Pledgor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Pledgor, constitute Trademarks. If after the date hereof any Affiliate of the Pledgor owns, controls, or has a right to have assigned to it any such items, then Pledgor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Pledgor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(c) **Title.** Pledgor identified as the owner of each Trademark on **Exhibit A** has absolute title to each Trademark listed thereon, free and clear of all liens. The Pledgor (i) will have, at the time such Pledgor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens and (ii) will keep all Trademarks free and clear of all Liens.

(d) **No Sale.** Pledgor will not assign, transfer, encumber or otherwise dispose of the Trademarks or any interest therein, without Lender's prior written consent.

(e) **Defense.** Pledgor will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Pledgor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all

applications to obtain letters Trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Pledgor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Pledgor notifies Lender that they intend to abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Pledgor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Pledgor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Pledgor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Pledgor under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Guaranteed Obligations.

4. Pledgor's Use of the Trademarks. Pledgor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute a default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) Pledgor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

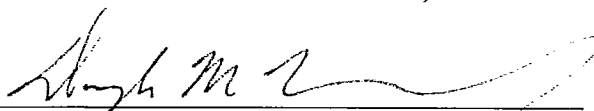
7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Pledgor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights the Pledgor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Pledgor and Lender and their respective participants, successors and assigns and shall take effect when signed by Pledgor and delivered to Lender, and Pledgor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Pledgor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such

illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Guaranteed Obligations.

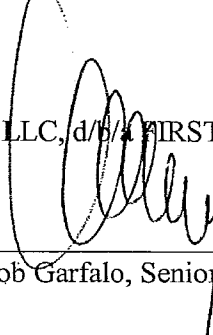
**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

JOHN L. UNDERWOOD COMPANY, INC.

By:   
\_\_\_\_\_  
Douglas M. Underwood, President and Chief  
Executive Officer

FCC, LLC, d/b/a FIRST CAPITAL

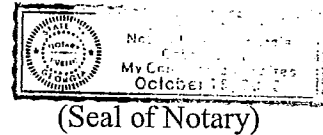
By:   
\_\_\_\_\_  
Rob Garfalo, Senior Vice President

STATE OF GEORGIA )  
 ) SS:  
COUNTY OF FULTON )

On SEPTEMBER 30, 2010 before me, JULIA ALMEDA, Notary Public, personally appeared Douglas M. Underwood, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Julia Almeda* (Signature of Notary)



(Seal of Notary)



EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LOCKWOOD	3571452	02/10/09

UNITED STATES

PENDING APPLICATIONS

Mark

Serial Number

Date

N/A

COLLECTIVE MEMBERSHIP MARKS

N/A

UNREGISTERED MARKS

N/A

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
	N/A	

PENDING APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Country</u>
	N/A	

COLLECTIVE MEMBERSHIP MARKS

N/A

UNREGISTERED MARKS

N/A