

**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>
Madison-Kipp Corporation		01/24/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCC, LLC		
<b>Doing Business As:</b>	DBA First Capital		
<b>Street Address:</b>	3520 N.W. 58th Street		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73112		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2780087	TK	
<b>Registration Number:</b>	2435834	FRONTRUNNER	
<b>Registration Number:</b>	0751929	KIPP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	338633-12		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		

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**TRADEMARK**  
 REEL: 004460 FRAME: 0542

Signature:	/Kristin Brozovic/
Date:	01/25/2011
Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 24th day of January, 2011 by MADISON-KIPP CORPORATION, a Delaware corporation ("**Grantor**"), in favor of FCC, LLC, d/b/a First Capital, a Florida limited liability company ("**Grantee**");

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement dated as of January 24, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which provides for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms the Loan Agreement, Grantor has granted to Grantee a security interest and lien upon all or substantially all personal property assets of Grantor, including, without limitation, a lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on hereto); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of Grantor corresponding thereto throughout the world and all other rights of Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law (collectively, "Grantor's Trademarks"), and all rights under any written or oral agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark (collectively, "Trademark Licenses" and, together with the Grantor's Trademarks, and all products and proceeds thereof, the "Trademarks") to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Loan Agreement, the provisions of the Loan Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a Lien upon all entire right, title and interest of Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. Termination. This Agreement shall terminate concurrently with the termination of the Loan Agreement and payment in full of the Obligations.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MADISON-KIPP CORPORATION, a**  
Delaware corporation

By: 

Name: Mark D. Daniel

Title: Vice President-Finance, Secretary,  
Treasurer and Chief Financial  
Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**FCC, LLC, d/b/a First Capital**

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

Name: Lee E. Elmore

Title: Senior Vice President

STATE OF WI )  
COUNTY OF Dane )

The foregoing instrument was acknowledged before me this 20 day of January, 2011, by Mark D. Daniel, the Vice President-Finance, Secretary, Treasurer and Chief Financial Officer of Madison-Kipp Corporation, a Delaware corporation, on behalf of the corporation.

Stephanie L Lauth  
Notary Public



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

The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2011, by Lee E. Elmore, a Senior Vice President of FCC, LLC, d/b/a First Capital, a Florida limited liability company, on behalf of the limited liability company.

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

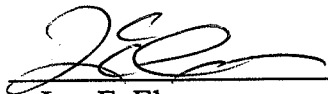
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MADISON-KIPP CORPORATION**, a  
Delaware corporation

By: \_\_\_\_\_  
Name: Mark D. Daniel  
Title: Vice President-Finance, Secretary,  
Treasurer and Chief Financial  
Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**FCC, LLC, d/b/a First Capital**

By:  \_\_\_\_\_  
Name: Lee E. Elmore  
Title: Senior Vice President

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

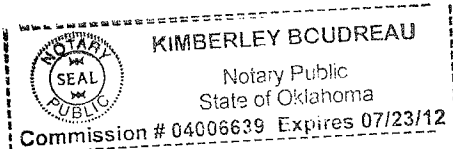
The foregoing instrument was acknowledged before me this \_\_\_ day of January, 2011, by Mark D. Daniel, the Vice President-Finance, Secretary, Treasurer and Chief Financial Officer of Madison-Kipp Corporation, a Delaware corporation, on behalf of the corporation.

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

STATE OF Oklahoma )  
 )  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2011, by Lee E. Elmore, a Senior Vice President of FCC, LLC, d/b/a First Capital, a Florida limited liability company, on behalf of the limited liability company.

*Kimberley Boudreau*  
\_\_\_\_\_  
Notary Public





**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
TK	2780087	11/4/2003
Frontrunner	2435834	3/13/2001
Kipp	0751929	7/2/1963

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
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