

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kearney-National Inc.		07/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CorePointe Capital Finance LLC, as collateral agent		
Street Address:	780 Third Avenue		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2867486	AMERICAN SPIRIT	
Registration Number:	2863403	AMERICAN TRADITION	
Registration Number:	2475403	AMERICAN FLAGPOLE	
Registration Number:	3859114	HAPCO	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	015061-0010		

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 REEL: 004582 FRAME: 0791**

NAME OF SUBMITTER:	Scott Kareff (015061-0010)
Signature:	/kc for sk/
Date:	07/13/2011
Total Attachments: 4 source=Trademark Grant of Security Interest for Kearney-National Inc#page1.tif source=Trademark Grant of Security Interest for Kearney-National Inc#page2.tif source=Trademark Grant of Security Interest for Kearney-National Inc#page3.tif source=Trademark Grant of Security Interest for Kearney-National Inc#page4.tif	

GRANT OF A SECURITY INTEREST - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July, 2011, by Kearney-National Inc. ("Grantor"), in favor of CorePointe Capital Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 12, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

KEARNEY-NATIONAL INC.

By: 
Name: Michael J. Harris
Title: President

STATE OF New York
ss.:
COUNTY OF New York

On this 7th day of July, 2011, before me personally came Michael J. Harris, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Kearney-National Inc., a Delaware Corporation, and that s/he executed the foregoing instrument in the firm name of Kearney-National Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]

DAWN E. ROBERTS
Notary Public, State of New York
No. 01RO5046850
Qualified in New York County
Commission Expires July 17, 2011

SCHEDULE A

Trademarks:
Kearney-National Inc.

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Trademark</u>
American Spirit	2867486	7/27/2004
American Tradition	2863403	7/13/2004
American Flagpole	2475403	8/7/2001
HAPCO	3859114	10/12/10

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