

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT														
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the name of the Grantor and the nature of the conveyance to a Security Interest previously recorded on Reel 002503 Frame 0351. Assignor(s) hereby confirms the corrected name of Grantor as Winstead's & Waids Company, and nature of conveyance as Security Interest.														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Winstead's &amp; Waids Company</td> <td></td> <td>03/15/2002</td> <td>CORPORATION: KANSAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Winstead's & Waids Company		03/15/2002	CORPORATION: KANSAS						
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>First Bank of Medicine Lodge</td> </tr> <tr> <td><b>Composed Of:</b></td> <td>COMPOSED OF state chartered bank organized in KS</td> </tr> <tr> <td><b>Street Address:</b></td> <td>7401 W. 135th Street</td> </tr> <tr> <td><b>City:</b></td> <td>Overland Park</td> </tr> <tr> <td><b>State/Country:</b></td> <td>KANSAS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>66223</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>State Chartered Bank: KANSAS</td> </tr> </table>		<b>Name:</b>	First Bank of Medicine Lodge	<b>Composed Of:</b>	COMPOSED OF state chartered bank organized in KS	<b>Street Address:</b>	7401 W. 135th Street	<b>City:</b>	Overland Park	<b>State/Country:</b>	KANSAS	<b>Postal Code:</b>	66223	<b>Entity Type:</b>	State Chartered Bank: KANSAS
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<b>PROPERTY NUMBERS Total: 2</b>															
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<b>CORRESPONDENCE DATA</b>															
Fax Number: (913)647-9057 Phone: 913-647-9050 Email: tmdocketing.elbein@hoveywilliams.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: Michael Elbein - HOVEY WILLIAMS LLP Address Line 1: 10801 Mastin Blvd., Suite 1000 Address Line 4: Overland Park, KANSAS 66210															
<b>ATTORNEY DOCKET NUMBER:</b>	2741.008; DKT 25282														

**CH \$65.00 0927501**

**900206421**

**TRADEMARK  
 REEL: 004655 FRAME: 0701**

NAME OF SUBMITTER:	Michael Elbein
Signature:	/melbein/
Date:	11/04/2011
<b>Total Attachments: 6</b> source=Reel-Frame 2503-0351 - Cover Sheet Colt to Bank#page1.tif source=Reel-Frame 2503-0351 - Cover Sheet Colt to Bank#page2.tif source=Reel-Frame 2503-0351 - Cover Sheet Colt to Bank#page3.tif source=Reel-Frame 2503-0351 - Cover Sheet Colt to Bank#page4.tif source=Reel-Frame 2503-0351 - Cover Sheet Colt to Bank#page5.tif source=Reel-Frame 2503-0351 - Cover Sheet Colt to Bank#page6.tif	

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05-13-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORD TRADEMARKS 102086351

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Colt Investments, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Kansas Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 3/15/2002

2. Name and address of receiving party(ies)

Name: First Bank of Medicine Lodge Internal Address: Street Address: 7401 West 135th Street City: Overland Park State: KS Zip: 66223

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Kansas, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 74040398, 7311114 72377215, 72185173, 74040347

B. Trademark Registration No.(s) 1629634, 1117793 0927501, 0796904, 1655942

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Doerr

Internal Address:

Street Address: 11040 Oakmont

City: Overland Park State: KS Zip: 66210

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

BRIAN J. DOERR Name of Person Signing

Signature

4/16/02 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/10/2002 TDIAZ1 00000056 74040398

01 FC:481 40.00 OP 02 FC:482 100.00 OP

TRADEMARK REEL: 004655 FRAME: 0703

**AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT OF TRADEMARKS  
(SECURITY INTEREST)**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) ("ASSIGNMENT") is made and entered into as of March 15, 2002, by and between WINSTEAD'S & WAIDS COMPANY, a Kansas corporation, ("Assignor") and FIRST BANK OF MEDICINE LODGE, a Kansas state chartered bank, 7401 W. 135<sup>th</sup> Street, Overland Park, Kansas 66223 ("Assignee").

**WITNESSETH:**

WHEREAS, the Assignee has agreed to extend to Assignor credit in the amount of \$2,000,000.00 as evidenced by a Second Amended and Restated Promissory Note of even date herewith ("Note"). The Note restates, amends and supercedes that certain \$3,200,000.00 Amended and Restated Promissory Note made payable by Assignor to Colt Investments, Inc. ("Original Note"). Contemporaneous with the execution of this Assignment, Lender is acquiring the Original Note from Colt Investments, Inc. and all related loan documents described therein, including all right, title and interest of Colt Investments, Inc. in that certain Collateral Assignment of Trademarks (Security Interests) dated July 14, 2000 granted by Assignor to Colt Investments, Inc. ("Original Assignment") (The Original Assignment replaced and superceded an Assignment of Trademarks and Trade Names dated April 14, 2000). This Assignment restates, amends and supercedes the Original Assignment. To induce Assignor to acquire such loan from Colt Investments, Inc., Assignee does hereby reaffirm the assignment of all trademarks, trade names and goodwill owned by Assignor to Assignee as security for the Note.

WHEREAS, Assignor is the owner of all rights, title and interest in and to various registered trademarks in the United States Patent and Trademark Office, including but not limited to those trademarks and trade names described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to pledge and in the event of default under the Note, assign to Assignee all of Assignor's right, title and interest in and to such trademarks, trade names, and any goodwill associated therewith (hereinafter referred to as the "Trademarks"), to be owned by Assignee in the event of default by Assignor under the Note; and

WHEREAS, Assignee desires to acquire from Assignor the rights in and to said Trademark; and

NOW, THEREFORE, to induce Assignee to make the loan evidenced by the Note to Assignor, Assignor hereby pledges, and in the event of default under the Note, assigns and transfers to Assignee and its successors and assigns, all right, title and interest in and to the Trademarks, all variations, adaptations and deviations thereof and logos and designs used in connection therewith, the goodwill associated therewith, and all other marks and names used by Assignor in conjunction with the Trademarks, and all registrations and applications for registrations with respect thereto.

TO HAVE AND TO HOLD by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this pledge and assignment not been made.

Assignor represents, warrants, covenants and agrees that it is the lawful owner of those trademarks and trade names described in **Exhibit A** and that it has the right and lawful authority to pledge and assign the same as provided herein. Assignor agrees to execute any and all documents necessary to correct any chain of title problems or to properly perfect Assignee's interests herein, all at Assignor's cost.

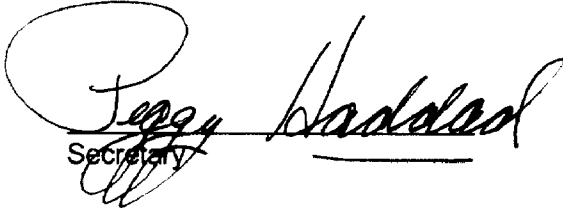
In the event of default by Assignor under the Note, Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and do all such other and further instruments, acts and things as may be necessary or convenient for vesting in Assignee the full benefit of all

of the rights and premises hereby assigned.

In the event Assignee becomes the owner of the Trademarks, Assignor agrees to indemnify Assignee and hold Assignee harmless from all loss, damage, expense (including attorneys' fees) and liability incurred by Assignee for actions, proceedings, claims and demands brought against Assignee by reason of its ownership of the Trademarks.

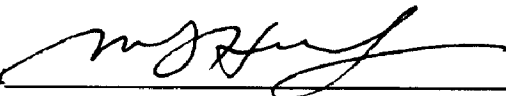
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and sealed as of the day and year first above written.

ATTEST:

  
Secretary

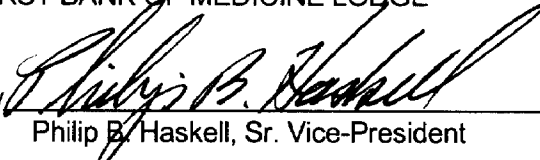
**ASSIGNOR:**

WINSTEAD'S & WAIDS COMPANY

By   
Nabil I. Haddad  
Chairman and Chief Executive Officer

**ASSIGNEE:**


FIRST BANK OF MEDICINE LODGE

By   
Philip B. Haskell, Sr. Vice-President

STATE OF KANSAS        )  
                                  ) ss.  
COUNTY OF JOHNSON    )

On this 15<sup>th</sup> day of March, 2002, before me appeared Nabil I. Haddad, to me personally known, who being by me duly sworn, did say that he is the Chairman and Chief Executive Officer of WINSTEAD'S & WAIDS COMPANY, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Nabil I. Haddad acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

  
Notary Public

My commission expires:

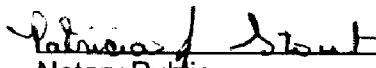
November 15, 2004

Notary Public State of Kansas  
Patricia J Stout  
My Appt Exp 11-15-04

STATE OF KANSAS        )  
                                  ) ss.  
COUNTY OF JOHNSON )

On this 15<sup>th</sup> day of March, 2002, before me appeared Philip B. Haskell, to me personally known, who being by me duly sworn, did say that he is the Sr. Vice-President of First Bank of Medicine Lodge, a Kansas chartered bank, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Philip B. Haskell acknowledged said instrument to be the free act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office the day and year last above written.

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

My Commission expires:

November 15, 2004

Notary Public State of Kansas  
Patricia J Stout  
My Appt Exp 11-15-04

**EXHIBIT A**

The following trademarks are registered in the U.S. Patent and Trademark Office as follows:

<u>Registration No.</u>	<u>Issued</u>	<u>Mark</u>
1,629,634 design	December 25, 1990	WINSTEAD'S STEAK BURGERS SINCE 1940 and
927,501	January 18, 1972	WINSTEAD'S
1,655,942	September 3, 1991	TINY TOT TREAT
1,117,793	May 8, 1979	WAID'S
796,904	September 28, 1965	WAID'S

LAW OFFICES  
**DUGGAN, SHADWICK & DOERR**

A PROFESSIONAL CORPORATION  
11040 OAKMONT  
OVERLAND PARK, KANSAS 66210

TELEPHONE (913) 498-3536  
FACSIMILE (913) 498-3538

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April 18, 2002

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Trademark Assignment of Trademark Registration Nos. 1629634, 1117793,  
0927501, 0796904, 1655942

To the Honorable Commissioner of Patents and Trademarks:

Enclosed please find the coversheet and assignment of the above listed trademarks and a check in the amount of \$140.00 for the filing fee. If you have any questions, please contact me.

Very truly yours,

DUGGAN, SHADWICK & DOERR  
A Professional Corporation



William M. Nelson

WMN:ts  
Enclosure

FNB01:015:Corresp/Commissioner of Patents and Trademarks041802.wm1