

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heritage Bag Company		11/16/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3088739	BIOTUF BY HERITAGE
Registration Number:	1473102	RIGHT SACK
Registration Number:	3561971	SMARTBLEND
Registration Number:	3565462	RM20MAX
Registration Number:	3499902	ACCUFIT
Registration Number:	3561972	REPRIME
Registration Number:	3879836	BLUECOLLAR
Registration Number:	1870007	HERITAGE

CORRESPONDENCE DATA

Fax Number: (214)855-8200
 Phone: 214-855-8000
 Email: cholland@fulbright.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Cynthia Holland

OP \$215.00 3088739

Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 2: Fulbright & Jaworski L.L.P.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 11110081 (3088739) BOA

NAME OF SUBMITTER: Erin Frazier

Signature: /Erin Frazier/

Date: 11/17/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

November 16, 2011

WHEREAS, Heritage Bag Company, a Texas corporation (“Pledgor”) and certain of its Subsidiaries from time to time party thereto (collectively “Borrowers”, and each, a “Borrower”), and Bank of America, N.A., a national banking association (the “Lender”) are parties to that certain Loan and Security Agreement dated as of November 16, 2011 (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) providing for extensions of credit to be made to Borrowers by the Lender pursuant to the Loan Agreement;

WHEREAS, pursuant to the terms of the Loan Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Loan Agreement, Pledgor has granted to the Lender a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor’s Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to the Lender a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”) whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to

the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

A. “Trademark License” means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark.

B. “Trademarks” means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the Loan Agreement.

[Signature Page Follows]

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

PLEDGOR:

HERITAGE BAG COMPANY
a Texas corporation

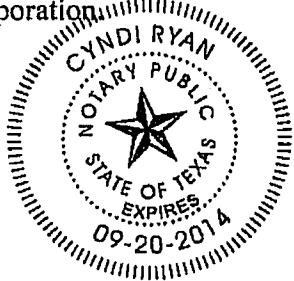
By: Lee Nicholson
Name: Lee Nicholson
Title: Treasurer

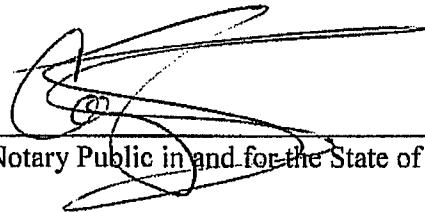
ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF Dallas §

On the 9th day of November, 2011, before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Treasurer of Heritage Bag Company, a Texas corporation, who being by me duly sworn, did depose and say that he is Treasurer of Heritage Bag Company, the corporation which executed the foregoing instrument; that said instrument was signed on behalf of said corporation; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)





Notary Public in and for the State of Texas

My commission expires: 9-20-14

SCHEDULE 1

Country	Trademark	Serial Number	Registration Number	Registration Date	Owner
CA	BIOTUF BY HERITAGE (& Design)	1255304	710355	3/27/2008	Heritage Bag Company
MX	BIOTUF BY HERITAGE (& Design)	714284	911142	4/19/2006	Heritage Bag Company
US	BIOTUF BY HERITAGE (& Design)	78/505,863	3,088,739	5/2/2006	Heritage Bag Company
US	RIGHT SACK	73/629,758	1,473,102	1/19/1988	Heritage Bag Company
CA	SMARTBLEND (& Design)	1383548	751099	10/26/2009	Heritage Bag Company
US	SMARTBLEND (& Design)	77/255,540	3,561,971	1/13/2009	Heritage Bag Company
CA	RM20MAX	1383547	754529	12/3/2009	Heritage Bag Company
MX	RM20MAX	914522	1042967	5/29/2008	Heritage Bag Company
MX	RM20MAX	914526	1042968	5/29/2008	Heritage Bag Company
US	RM20MAX	77/255,541	3,565,462	1/20/2009	Heritage Bag Company
CA	ACCUFIT	1383549	749038	9/30/2009	Heritage Bag Company
MX	ACCUFIT	914527	1042969	5/29/2008	Heritage Bag Company
US	ACCUFIT	77/255,543	3,499,902	9/9/2008	Heritage Bag Company
CA	REPRIME	1383550	751100	10/26/2009	Heritage Bag Company
MX	REPRIME	914528	1042970	5/29/2008	Heritage Bag Company
US	REPRIME	77/255,546	3,561,972	1/13/2009	Heritage Bag Company
US	BLUE COLLAR (& Design)	85/012,879	3,879,836	11/23/2010	Heritage Bag Company
US	HERITAGE	74330677	1870007	12/27/1994	Heritage Bag Company