

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northland Corporation		12/21/2011	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Brown Brothers Harriman & Co.		
Street Address:	140 Broad		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3954434		
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
Phone:	804-788-8523		
Email:	HWRITM@hunton.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:	Edward T. White-Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-7074		
ATTORNEY DOCKET NUMBER:	77037.5		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

CH \$40.00 3954434

Date:

12/28/2011

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

WHEREAS, NORTHLAND CORPORATION, a Kentucky corporation (the "Grantor"), owns the Trademarks (as defined in the Security Agreement) registrations listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, BROWN BROTHERS HARRIMAN & CO., a New York bank (the "Lender"), and certain other parties have entered that certain Security Agreement dated as of December 21, 2011 (as same may be amended and in effect from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

WHEREAS, this Trademark Security Agreement dated as of December 21, 2011 is executed pursuant to the terms of the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby pledge and assign to the Lender and grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter arising or acquired (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) 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;

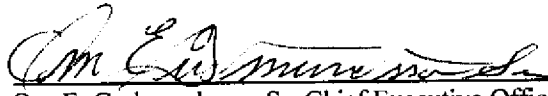
(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor 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 Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

NORTHLAND CORPORATION

By: 
Orn E. Gudmundsson, Sr. Chief Executive Officer

Schedule 1
to
Trademark Security Agreement

Mark	Owner	Serial or Reg. No.
	Northland Corporation (Kentucky)	3,954,434