

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Twelve Baskets Sales and Marketing, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Georgia
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia, United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 27, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FCC, LLC d/b/a First Capital

Internal

Address: _____

Street Address: 3350 Riverwood Parkway, Suite 1750

City: Atlanta

State: Georgia

Country: United States Zip: 30339

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Florida, United States

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2500528; 2485436; 2980717; 2755543; 2665333; 2512361; 2212735; 1795166; 1122914

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John M. Flynn, Esq.

Internal Address: _____

Street Address: 235 N. Edgeworth Street

City: Greensboro

State: North Carolina Zip: 27401

Phone Number: (336) 478-1146

Fax Number: (336) 478-1145

Email Address: jmf@crlaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

2-29-2012

Date

Richard K. Franklin, III, NCCP

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of this 27th day of February, 2012, between TWELVE BASKETS SALES AND MARKETING, INC., a Georgia corporation (the "Grantor"), and FCC, LLC d/b/a First Capital, a Florida limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated of even date herewith (as amended, modified, supplemented or restated from time to time, herein the "Loan Agreement"), pursuant to which Lender has agreed to make loans and extend credit to Grantor, all as more particularly described therein; and

WHEREAS, it has been agreed that all of the Obligations of Grantor to Lender under the Loan Agreement be secured by a lien and security interest in all of Grantor's trademarks, tradenames, and goodwill;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees with Lender as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby assigns, grants, transfers and conveys to Lender, for security purposes, all of Grantor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Grantor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the

same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Grantor's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of Grantor. Grantor represents, warrants and covenants that:

(a) The Trademark Collateral consisting of registered trademarks is, to the best of its knowledge as of the date hereof, subsisting and has not been judged invalid or unenforceable;

(b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral consisting of registered trademarks subject to Permitted Liens;

4. After-Acquired Trademark Rights. If, before the Obligations have been satisfied in full, Grantor shall obtain rights to any new registered trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and Grantor shall give to Lender prompt notice thereof in writing. Grantor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under paragraph 1 hereof or this paragraph 6.

5. Grantor's Rights Prior to Default. Unless and until there shall have occurred and be continuing an Default (as defined in the Loan Agreement), Grantor shall continue to own, and may use and enjoy the registered Trademark Collateral in connection with its business

operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

6. Remedies upon Default. If a Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Lender under the Code. Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given the Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

7. Power of Attorney. Grantor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Grantor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Default shall occur and be continuing: to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else as necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated in writing.

8. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full other than unasserted contingent indemnity obligations, Lender shall execute and deliver to Grantor all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Lender's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

9. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses actually incurred, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Grantor on demand by Lender and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4 hereof.

12. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. Notices. All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, by overnight courier or by facsimile transmission and, unless expressly provided herein, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt, three (3) Business Days after deposit in the mail, postage prepaid, or, in the case of facsimile transmission, when received (if on a Business Day and, if not received on a Business Day, then on the next Business Day after receipt), addressed as follows:

- (i) If to the Lender, at: FCC, LLC d/b/a First Capital
3350 Riverwood Parkway, Suite 1750
Atlanta, Georgia 30339
Attention: John Nooney
Facsimile No.: (678) 594-5901
- (ii) If to Grantor, at: Twelve Baskets Sales and Marketing, Inc.
5200 Phillip Lee Drive SW
Atlanta, GA 30336
Attention: Ken McMillan
Facsimile No.: (404) 696-9099

or to such other address as each party may designate for itself by notice given in accordance with this Section 13. Any written notice or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

14. Governing Law; Consent to Forum. **THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA.**

15. Waiver of Jury Trial. **EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREUNDER.**

WITNESS the execution hereof on the day and year first above written.

TWELVE BASKETS SALES AND
MARKETING, INC.
("Grantor")

By: *Sean Marshall*
Name: *Sean Marshall*
Title: *President*

FCC, LLC d/b/a First Capital
("Lender")

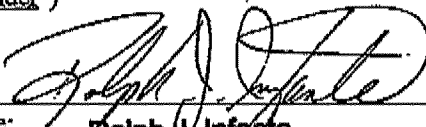
By: _____
Name: _____
Title: _____

WITNESS the execution hereof on the day and year first above written.

TWELVE BASKETS SALES AND
MARKETING, INC.
("Grantor")

By: _____
Name: _____
Title: _____

FCC, LLC d/b/a First Capital
("Lender")

By:  _____
Name: **Ralph U. Infante**
Title: **Senior Vice President**

STATE OF GA

COUNTY OF Cobb

I, Glenda P. Lyons, a Notary Public of the State and County aforesaid, certify that Sehon McMillen personally appeared before me this day and acknowledged that he is President of TWELVE BASKETS SALES AND MARKETING, INC., a Georgia corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in the corporation's name.

WITNESS my hand and official stamp or seal, this ____ day of February, 2012.

Glenda P. Lyons
Notary Public

My Commission Expires: September 17, 2014

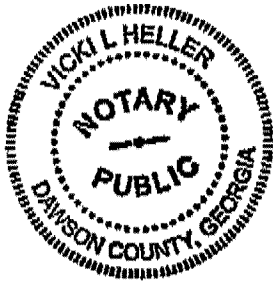


STATE OF GEORGIA

COUNTY OF Cobb

I, Vicki L. Heller, a Notary Public of the State and County aforesaid, certify that Ralph J. Infante personally appeared before me this day and acknowledged that he is Sr. Vice President of FCC, LLC d/b/a First Capital, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this 27th day of February, 2012.



Vicki L. Heller
Notary Public

My Commission Expires: _____



SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| <u>Mark</u> | <u>Serial Number</u> | <u>Registration Number</u> | <u>Filing Date</u> |
|--|----------------------|----------------------------|--------------------|
| DIXIE FRESH | 78031473 | 2500528 | October 19, 2000 |
| DIXIE FRESH | 78030172 | 2485436 | October 11, 2000 |
| WISCONSIN GOLD DISTRIBUTED BY: REILLY DAIRY & FOOD CO., TAMPA, FL 33686 FARM FRESH INGREDIENTS: MILK, CULTURES, SALT, ENZYMES "ROOTED IN A HERITAGE OF OVER 150 YEARS OF QUALITY AND CRAFTMANSHIP, WISCONSIN CHEESEMAKING STANDARDS REMAIN UNSURPASSED TODAY. THE PROOF IS IN HOW IT TASTES." | 78184263 | 2980717 | November 12, 2002 |
| EL DORADO DE WISCONSIN | 76419501 | 2755543 | June 11, 2002 |
| DIXIE FRESH | 76150629 | 2665333 | October 19, 2000 |
| DIXIE FRESH DELITE | 76150626 | 2512361 | October 18, 2000 |
| REILLY DAIRY & FOOD COMPANY | 75367218 | 2212735 | October 2, 1997 |
| DIXIE FRESH DELITE | 74245382 | 1795166 | February 11, 1992 |
| WISCONSIN GOLD | 73159252 | 1122914 | February 21, 1978 |

C|R CARRUTHERS & ROTH, P.A.
ATTORNEYS AT LAW

3/5/12

Richard K. Franklin
Paralegal
Direct Phone 336.478.1123
Direct Fax 336.478.1114
rkf@crlaw.com

February 29, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

03/06/2012



103641496

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, Virginia 22313-1450

Re: Twelve Baskets Sales and Marketing, Inc. – FCC, LLC d/b/a First Capital

Dear Madam or Sir:

Enclosed is a Trademark Security Agreement for the Debtor, Twelve Baskets Sales and Marketing, Inc. and the Secured Party, FCC, LLC d/b/a First Capital, dated February 27, 2012, for filing in your office. Also enclosed is a check, in the amount of \$240.00 to cover the recording fees for nine (9) trademark security agreements as set forth in 37 CFR 2.6(b)(6). Please record this document as soon as possible, and after recording, please return the document to me at the above address.

Please contact me if you have any questions.

Sincerely,

Richard K. Franklin, NCCP

Enclosures
cc: John M. Flynn
rkf

03/06/2012 DTIMBERL 00000003 70031473

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

