

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
MJC Acquisition, LLC		07/16/2012	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	CapitalSouth Partners Fund II Limited Partnership
Street Address:	4201 Congress Street, Suite 360
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA

Name:	CapitalSouth Partners SBIC Fund III, L.P.
Street Address:	4201 Congress Street, Suite 360
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Centerfield Capital Partners II, L.P.
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CCP II-A, L.P.
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower

OP \$65.00 3414019

City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CCP II-A Blocker Corporation
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	CORPORATION: DELAWARE

Name:	Centerfield Capital Partners III, L.P.
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CCP III-A, L.P.
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CCP III-A Blocker Corporation
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	CORPORATION: DELAWARE

Name:	CCP III-SBIC, L.P.
Street Address:	10 West Market Street
Internal Address:	3030 Market Tower

City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3414019	MATILDA JANE
Registration Number:	3815731	TRUNK KEEPER

CORRESPONDENCE DATA

Fax Number: 7043533698
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 7043315792
 Email: donna.millard@klgates.com
 Correspondent Name: Karl S. Sawyer, Jr.
 Address Line 1: Post Office Box 33144
 Address Line 2: K&L Gates LLP
 Address Line 4: Charlotte, NORTH CAROLINA 28233

ATTORNEY DOCKET NUMBER:	2829226.00026CAPITALSOUTH
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	07/30/2012

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 16, 2012, by **MJC ACQUISITION, LLC**, an Indiana limited liability company (the "Grantor"), in favor of **CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP**, a North Carolina limited partnership ("CapitalSouth II"), **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership ("CapitalSouth III"), **CENTERFIELD CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership ("CCP II), **CCP II-A, L.P.**, a Delaware limited partnership ("CCP II-A"), **CCP II-A BLOCKER CORPORATION**, a Delaware corporation ("CCP II Blocker"), **CENTERFIELD CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership ("CCP III"), **CCP III-A, L.P.**, a Delaware limited partnership ("CCP III-A"), **CCP III-A BLOCKER CORPORATION**, a Delaware corporation ("CCP III Blocker"), and **CCP III-SBIC, L.P.**, a Delaware limited partnership ("CCP SBIC" and, together with CapitalSouth II, CapitalSouth III, CCP II, CCP II-A, CCP II Blocker, CCP III, CCP III-A, CCP III Blocker and CCP SBIC, the "Purchasers" and each a "Purchaser").

RECITALS

A. The Grantor and certain of the Purchasers have entered into a Subordinated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") pursuant to which the Purchasers have agreed to make loans and certain other financial accommodations to the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of the Holders (as defined in the Purchase Agreement) pursuant to which certain obligations owed to the Holders are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement for the benefit of the Holders and for the purposes of recording of the security interest in the U.S. trademark registrations and applications identified in Schedule 1 at the U.S. Patent and Trademark Office.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Holders a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Purchase Agreement.

In consideration of the mutual agreements set forth herein and in the Purchase Agreement, the Grantor does hereby grant to the Holders a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and application for registration of the trademark, including, without limitation, each U.S. Federal Trademark Registration and each U.S. Federal Trademark Application for Registration referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

- (2) except to the extent that the pledge or encumbrance to a third party is prohibited or restricted by the trademark license, each trademark license wherein Grantor is the licensee, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, to the extent of Grantor's interests therein, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Holders pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent (as defined in the Purchase Agreement) and the Holders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. Notwithstanding anything to the contrary in this Agreement, the Purchase Agreement and/or the Security Agreement, each Purchaser acknowledges that trademark rights are based on use of the marks and that Grantor may, in the ordinary course of its business and in its sole discretion, cease using any of its trademarks and/or abandon any trademark application or trademark registration, including but not limited to those referred to in Schedule 1, without incurring any liability or breaching any term of this Agreement, the Purchase Agreement and/or the Security Agreement. Notwithstanding any provision of this Agreement to the contrary, the rights of the Collateral Agent and the Holders under this Agreement are subject in all respects to the provisions set forth in the Senior Lender Subordination Agreement (as defined in the Purchase Agreement) and the rights of the Senior Lender (as defined in the Purchase Agreement) set forth therein.

[signature page follows]

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

MJC ACQUISITION, LLC

By: Steve A. Cobb
Steve A. Cobb, Chairman

Acknowledged and agreed to:

CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP, as a Purchaser

By: CAPITALSOUTH PARTNERS F-II, LLC, its General Partner

By: Joseph B. Alafa, III, President and CEO

STATE OF IN)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Joseph B. Alafa, III, the President and CEO of CapitalSouth Partners F-II, LLC, the general partner of CapitalSouth Partners Fund II Limited Partnership, a North Carolina limited partnership, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16 day of July, 2012.

Deborah A. Morgan
Notary Public

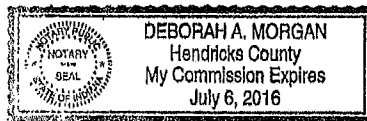
Deborah A. Morgan
Notary Public (Printed)

My Commission Expires:

July 6, 2016

My County of Residence:

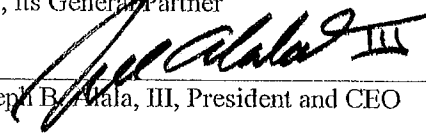
Hendricks



[Trademark Security Agreement]

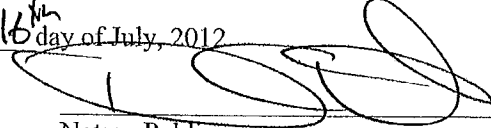
CAPITALSOUTH PARTNERS SBIC FUND III,
L.P., as a Purchaser and as Collateral Agent

By: CAPITALSOUTH PARTNERS SBIC F-III,
LLC, its General Partner

By: 
Joseph B. Alala, III, President and CEO

STATE OF North Carolina)
) SS:
COUNTY OF Mecklenburg)

Before me, a Notary Public in and for said County and State, personally appeared Joseph B. Alala, III, the President and CEO of CapitalSouth Partners SBIC F-III, LLC, the general partner of CapitalSouth Partners SBIC Fund III, L.P., a Delaware partnership, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012

Notary Public

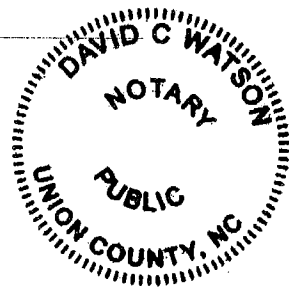
David C. Watson
Notary Public (Printed)

My Commission Expires:

January 11, 2015

My County of Residence:

Union



CENTERFIELD CAPITAL PARTNERS II, L.P,
as a Purchaser

By: CENTERFIELD CAPITAL PARTNERS II,
LLC, its General Partner

By: CENTERFIELD MANAGEMENT II, INC.,
its Manager

By: Matthew C. Hook
Matthew Hook, Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Treasurer of Centerfield Management II, Inc., a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

[Trademark Security Agreement]

CCP II-A, L.P., as a Purchaser

By: CENTERFIELD CAPITAL PARTNERS II,
LLC, its General Partner

By: CENTERFIELD MANAGEMENT II, INC.,
its Manager

By: Matthew C. Hook
Matthew Hook, Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Treasurer of Centerfield Management II, Inc., a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 6th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

[Trademark Security Agreement]

CCP II-A BLOCKER CORPORATION
as a Purchaser

By: *Matthew C. Hook*
Matthew Hook, Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Treasurer of CCP II-A Blocker Corporation, a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

[Trademark Security Agreement]

CENTERFIELD CAPITAL PARTNERS III, L.P.,
as a Purchaser

By: CENTERFIELD CAPITAL PARTNERS III,
LLC, its General Partner

By: CENTERFIELD MANAGEMENT III, INC.,
its Manager

By: Matthew C. Hook
Matthew Hook, Vice President and Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Vice President and Treasurer of Centerfield Management III, Inc., a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

[Trademark Security Agreement]

CCP III-A, L.P.,
as a Purchaser

By: CENTERFIELD CAPITAL PARTNERS III,
LLC, its General Partner

By: CENTERFIELD MANAGEMENT III, INC.,
its Manager

By: Matthew C. Hook
Matthew Hook, Vice President and Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Vice President and Treasurer of Centerfield Management III, Inc., a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

CCP III-A BLOCKER CORPORATION,
as a Purchaser

By: *Matthew C. Hook*
Matthew Hook, Vice President and Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Vice President and Treasurer of CCP III-A Blocker Corporation, a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

[Trademark: Scooby! Agreement]

CCP III-SBIC, L.P.,
as a Purchaser

By: CCP III-SBIC, LLC,
its General Partner

By: CENTERFIELD MANAGEMENT III, INC.,
its Manager

By: Matthew C. Hook
Matthew Hook, Vice President and Treasurer

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matthew Hook, the Vice President and Treasurer of Centerfield Management III, Inc., a(n) DELAWARE corporation, who, having been duly sworn, acknowledged the execution of the foregoing Subordination Agreement for and on behalf of such entity as such representative.

WITNESS my hand and Notarial Seal this 16th day of July, 2012.

Mary Beth Wire
Notary Public

MARY BETH WIRE
Notary Public (Printed)

My Commission Expires:

MAY 4, 2017

My County of Residence:

MARION

[Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Country	Mark	Registration No.	Registration Date
MJC Acquisition, LLC	United States	Matilda Jane	Reg. No. 3,414,019	
MJC Acquisition, LLC	United States	Trunk Keeper	Reg. No. 3,815,731	

[Trademark Security Agreement]

RECORDED: 07/30/2012

TRADEMARK
REEL: 004831 FRAME: 0394